

MICROCOPY

892

ROLL

46

NATIONAL ARCHIVES MICROFILM PUBLICATIONS

Microfilm Publication M892

RECORDS OF THE UNITED STATES

NUERNBERG WAR CRIMES TRIALS

UNITED STATES OF AMERICA v. CARL KRAUCH ET AL. (CASE VI)

AUGUST 14, 1947-JULY 30, 1948

Roll 46

Prosecution Document Books

XCII-XCIV and Loose Copies



THE NATIONAL ARCHIVES
NATIONAL ARCHIVES AND RECORDS SERVICE
GENERAL SERVICES ADMINISTRATION

WASHINGTON: 1976

INTRODUCTION

On the 113 rolls of this microfilm publication are reproduced the records of Case VI, *United States of America v. Carl Krauch et al.* (I. G. Farben Case), 1 of the 12 trials of war criminals conducted by the U.S. Government from 1946 to 1949 at Nuernberg subsequent to the International Military Tribunal (IMT) held in the same city. These records consist of German- and English-language versions of official transcripts of court proceedings, prosecution and defense briefs and statements, and defendants' final pleas as well as prosecution and defense exhibits and document books in one language or the other. Also included are minute books, the official court file, order and judgment books, clemency petitions, and finding aids to the documents.

The transcripts of this trial, assembled in 2 sets of 43 bound volumes (1 set in German and 1 in English), are the recorded daily trial proceedings. Prosecution statements and briefs are also in both languages but unbound, as are the final pleas of the defendants delivered by counsel or defendants and submitted by the attorneys to the court. Unbound prosecution exhibits, numbered 1-2270 and 2300-2354, are essentially those documents from various Nuernberg record series, particularly the NI (Nuernberg Industrialist) Series, and other sources offered in evidence by the prosecution in this case. Defense exhibits, also unbound, are predominantly affidavits by various persons. They are arranged by name of defendant and thereunder numerically, along with two groups of exhibits submitted in the general interest of all defendants. Both prosecution and defense document books consist of full or partial translations of exhibits into English. Loosely bound in folders, they provide an indication of the order in which the exhibits were presented before the tribunal.

Minute books, in two bound volumes, summarize the transcripts. The official court file, in nine bound volumes, includes the progress docket, the indictment, and amended indictment and the service thereof; applications for and appointments of defense counsel and defense witnesses and prosecution comments thereto; defendants' application for documents; motions and reports; uniform rules of procedures; and appendixes. The order and judgment books, in two bound volumes, represent the signed orders, judgments, and opinions of the tribunal as well as sentences and commitment papers. Defendants' clemency petitions, in three bound volumes, were directed to the military governor, the Judge Advocate General, and the U.S. District Court for the District of Columbia. The finding aids summarize transcripts, exhibits, and the official court file.

Case VI was heard by U.S. Military Tribunal VI from August 14, 1947, to July 30, 1948. Along with records of other Nuernberg

NATIONAL ARCHIVES MICROFILM PUBLICATIONS

and Far East war crimes trials, the records of this case are part of the National Archives Collection of World War II War Crimes Records, Record Group 238.

The I. G. Farben Case was 1 of 12 separate proceedings held before several U.S. Military Tribunals at Nuernberg in the U.S. Zone of Occupation in Germany against officials or citizens of the Third Reich, as follows:

| <u>Case No.</u> | <u>United States v.</u> | <u>Popular Name</u> | <u>No. of Defendants</u> |
|-----------------|-------------------------------------|--------------------------------------|--------------------------|
| 1 | <i>Karl Brandt et al.</i> | Medical Case | 23 |
| 2 | <i>Erhard Milch</i> | Milch Case (Luftwaffe) | 1 |
| 3 | <i>Josef Altstoetter et al.</i> | Justice Case | 16 |
| 4 | <i>Oswald Pohl et al.</i> | Pohl Case (SS) | 18 |
| 5 | <i>Friedrich Flick et al.</i> | Flick Case (Industrialist) | 6 |
| 6 | <i>Carl Krauch et al.</i> | I. G. Farben Case (Industrialist) | 24 |
| 7 | <i>Wilhelm List et al.</i> | Hostage Case | 12 |
| 8 | <i>Ulrich Greifelt et al.</i> | RuSHA Case (SS) | 14 |
| 9 | <i>Otto Ohlendorf et al.</i> | Einsatzgruppen Case (SS) | 24 |
| 10 | <i>Alfried Krupp et al.</i> | Krupp Case (Industrialist) | 12 |
| 11 | <i>Ernst von Weizsaecker et al.</i> | Ministries Case | 21 |
| 12 | <i>Wilhelm von Leeb et al.</i> | High Command Case | 14 |

Authority for the proceedings of the IMT against the major Nazi war criminals derived from the Declaration on German Atrocities (Moscow Declaration) released November 1, 1943; Executive Order 9547 of May 2, 1945; the London Agreement of August 8, 1945; the Berlin Protocol of October 6, 1945; and the IMT Charter.

Authority for the 12 subsequent cases stemmed mainly from Control Council Law 10 of December 20, 1945, and was reinforced by Executive Order 9679 of January 16, 1946; U.S. Military Government Ordinances 7 and 11 of October 18, 1946, and February 17, 1947, respectively; and U.S. Forces, European Theater General Order 301 of October 24, 1946. Procedures applied by U.S. Military Tribunals in the subsequent proceedings were patterned after those of the IMT and further developed in the 12 cases, which required over 1,200 days of court sessions and generated more than 330,000 transcript pages.

Formation of the I. G. Farben Combine was a stage in the evolution of the German chemical industry, which for many years led the world in the development, production, and marketing of organic dyestuffs, pharmaceuticals, and synthetic chemicals. To control the excesses of competition, six of the largest chemical firms, including the Badische Anilin & Soda Fabrik, combined to form the Interessengemeinschaft (Combine of Interests, or Trust) of the German Dyestuffs Industry in 1904 and agreed to pool technological and financial resources and markets. The two remaining chemical firms of note entered the combine in 1916. In 1925 the Badische Anilin & Soda Fabrik, largest of the firms and already the majority shareholder in two of the other seven companies, led in reorganizing the industry to meet the changed circumstances of competition in the post-World War markets by changing its name to the I. G. Farbenindustrie Aktiengesellschaft, moving its home office from Ludwigshafen to Frankfurt, and merging with the remaining five firms.

Farben maintained its influence over both the domestic and foreign markets for chemical products. In the first instance the German explosives industry, dependent on Farben for synthetically produced nitrates, soon became subsidiaries of Farben. Of particular interest to the prosecution in this case were the various agreements Farben made with American companies for the exchange of information and patents and the licensing of chemical discoveries for foreign production. Among the trading companies organized to facilitate these agreements was the General Anilin and Film Corp., which specialized in photographic processes. The prosecution charged that Farben used these connections to retard the "Arsenal of Democracy" by passing on information received to the German Government and providing nothing in return, contrary to the spirit and letter of the agreements.

Farben was governed by an Aufsichtsrat (Supervisory Board of Directors) and a Vorstand (Managing Board of Directors). The Aufsichtsrat, responsible for the general direction of the firm, was chaired by defendant Krauch from 1940. The Vorstand actually controlled the day-to-day business and operations of Farben. Defendant Schmitz became chairman of the Vorstand in 1935, and 18 of the other 22 original defendants were members of the Vorstand and its component committees.

Transcripts of the I. G. Farben Case include the indictment of the following 24 persons:

Otto Ambros: Member of the Vorstand of Farben; Chief of Chemical Warfare Committee of the Ministry of Armaments and War Production; production chief for Buna and poison gas; manager of Auschwitz, Schkopau, Ludwigshafen, Oppau, Gendorf, Dyhernfurth, and Falkenhagen plants; and Wehrwirtschaftsfuehrer.

Max Brueggemann: Member and Secretary of the Vorstand of Farben; member of the legal committee; Deputy Plant Leader of the Leverkusen Plant; Deputy Chief of the Sales Combine for Pharmaceuticals; and director of the legal, patent, and personnel departments of the Works Combine, Lower Rhine.

Ernst Buerger: Member of the Vorstand of Farben; Chief of Works Combine, Central Germany; Plant Leader at the Bitterfeld and Wolfen-Farben plants; and production chief for light metals, dyestuffs, organic intermediates, plastics, and nitrogen at these plants.

Heinrich Buetefisch: Member of the Vorstand of Farben; manager of Leuna plants; production chief for gasoline, methanol, and chlorine electrolysis production at Auschwitz and Moosbierbaum; Wehrwirtschaftsfuehrer; member of the Himmler Freundeskreis (circle of friends of Himmler); and SS Obersturmbannfuehrer (Lieutenant Colonel).

Walter Duerrfeld: Director and construction manager of the Auschwitz plant of Farben, director and construction manager of the Monowitz Concentration Camp, and Chief Engineer at the Leuna plant.

Fritz Gajewski: Member of the Central Committee of the Vorstand of Farben, Chief of Sparte III (Division III) in charge of production of photographic materials and artificial fibers, manager of "Agfa" plants, and Wehrwirtschaftsfuehrer.

Heinrich Gattineau: Chief of the Political-Economic Policy Department, "WIPO," of Farben's Berlin N.W. 7 office; member of Southeast Europe Committee; and director of A.G. Dynamit Nobel, Pressburg, Czechoslovakia.

Paul Haeffliger: Member of the Vorstand of Farben; member of the Commercial Committee; and Chief, Metals Departments, Sales Combine for Chemicals.

Erich von der Heyde: Member of the Political-Economic Policy Department of Farben's Berlin N.W. 7 office, Deputy to the Chief of Intelligence Agents, SS Hauptsturmfuehrer, and member of the WI-RUE-AMT (Military Economics and Armaments Office) of the Oberkommando der Wehrmacht (OKW) (High Command of the Armed Forces).

Heinrich Hoerlein: Member of the Central Committee of the Vorstand of Farben; chief of chemical research and development of vaccines, sera, pharmaceuticals, and poison gas; and manager of the Elberfeld Plant.

- Max Ilgner: Member of the Vorstand of Farben; Chief of Farben's Berlin N.W. 7 office directing intelligence, espionage, and propaganda activities; member of the Commercial Committee; and Wehrwirtschaftsfuehrer.
- Friedrich Jaehne: Member of the Vorstand of Farben; chief engineer in charge of construction and physical plant development; Chairman of the Engineering Committee; and Deputy Chief, Works Combine, Main Valley.
- August von Knieriem: Member of the Central Committee of the Vorstand of Farben; Chief Counsel of Farben; and Chairman, Legal and Patent Committees.
- Carl Krauch: Chairman of the Aufsichtsrat of Farben and Generalbevollmaechtigter fuer Sonderfragen der Chemischen Erzeugung (General Plenipotentiary for Special Questions of Chemical Production) on Goering's staff in the Office of the 4-Year Plan.
- Hans Kuehne: Member of the Vorstand of Farben; Chief of the Works Combine, Lower Rhine; Plant Leader at Leverkusen, Elberfeld, Uerdingen, and Dormagen plants; production chief for inorganics, organic intermediates, dyestuffs, and pharmaceuticals at these plants; and Chief of the Inorganics Committee.
- Hans Kugler: Member of the Commercial Committee of Farben; Chief of the Sales Department Dyestuffs for Hungary, Rumania, Yugoslavia, Greece, Bulgaria, Turkey, Czechoslovakia, and Austria; and Public Commissar for the Falkenau and Aussig plants in Czechoslovakia.
- Carl Lautenschlaeger: Member of the Vorstand of Farben; Chief of Works Combine, Main Valley; Plant Leader at the Hoechst, Griesheim, Mainkur, Gersthofen, Offenbach, Eystrup, Marburg, and Neuhausen plants; and production chief for nitrogen, inorganics, organic intermediates, solvents and plastics, dyestuffs, and pharmaceuticals at these plants.
- Wilhelm Mann: Member of the Vorstand of Farben, member of the Commercial Committee, Chief of the Sales Combine for Pharmaceuticals, and member of the SA.
- Fritz ter Meer: Member of the Central Committee of the Vorstand of Farben; Chief of the Technical Committee of the Vorstand that planned and directed all of Farben's production; Chief of Sparte II in charge of production of Buna, poison gas, dyestuffs, chemicals, metals, and pharmaceuticals; and Wehrwirtschaftsfuehrer.

Heinrich Oster: Member of the Vorstand of Farben, member of the Commercial Committee, and manager of the Nitrogen Syndicate.

Hermann Schmitz: Chairman of the Vorstand of Farben, member of the Reichstag, and Director of the Bank of International Settlements.

Christian Schneider: Member of the Central Committee of the Vorstand of Farben; Chief of Sparte I in charge of production of nitrogen, gasoline, diesel and lubricating oils, methanol, and organic chemicals; Chief of Central Personnel Department, directing the treatment of labor at Farben plants; Wehrwirtschaftsfuehrer; Hauptabwehrbeauftragter (Chief of Intelligence Agents); Hauptbetriebsfuehrer (Chief of Plant Leaders); and supporting member of the Schutzstaffeln (SS) of the NSDAP.

Georg von Schnitzler: Member of the Central Committee of the Vorstand of Farben, Chief of the Commercial Committee of the Vorstand that planned and directed Farben's domestic and foreign sales and commercial activities, Wehrwirtschaftsfuehrer (Military Economy Leader), and Hauptsturm-fuehrer (Captain) in the Sturmabteilungen (SA) of the Nazi Party (NSDAP).

Carl Wurster: Member of the Vorstand of Farben; Chief of the Works Combine, Upper Rhine; Plant Leader at Ludwigs-hafen and Oppau plants; production chief for inorganic chemicals; and Wehrwirtschaftsfuehrer.

The prosecution charged these 24 individual staff members of the firm with various crimes, including the planning of aggressive war through an alliance with the Nazi Party and synchronization of Farben's activities with the military planning of the German High Command by participation in the preparation of the 4-Year Plan, directing German economic mobilization for war, and aiding in equipping the Nazi military machines.¹ The defendants also were charged with carrying out espionage and intelligence activities in foreign countries and profiting from these activities. They participated in plunder and spoliation of Austria, Czechoslovakia, Poland, Norway, France, and the Soviet Union as part of a systematic economic exploitation of these countries. The prosecution also charged mass murder and the enslavement of many thousands of persons particularly in Farben plants at the Auschwitz and Monowitz concentration camps and the use of poison gas manufactured by the firm in the extermination

¹The trial of defendant Brueggemann was discontinued early during the proceedings because he was unable to stand trial on account of ill health.

¹The trial of defendant Brueggemann was discontinued early

of millions of men, women, and children. Medical experiments were conducted by Farben on enslaved persons without their consent to test the effects of deadly gases, vaccines, and related products. The defendants were charged, furthermore, with a common plan and conspiracy to commit crimes against the peace, war crimes, and crimes against humanity. Three defendants were accused of membership in a criminal organization, the SS. All of these charges were set forth in an indictment consisting of five counts.

The defense objected to the charges by claiming that regulations were so stringent and far reaching in Nazi Germany that private individuals had to cooperate or face punishment, including death. The defense claimed further that many of the individual documents produced by the prosecution were originally intended as "window dressing" or "howling with the wolves" in order to avoid such punishment.

The tribunal agreed with the defense in its judgment that none of the defendants were guilty of Count I, planning, preparation, initiation, and waging wars of aggression; or Count V, common plans and conspiracy to commit crimes against the peace and humanity and war crimes.

The tribunal also dismissed particulars of Count II concerning plunder and exploitation against Austria and Czechoslovakia. Eight defendants (Schmitz, von Schnitzler, ter Meer, Buergin, Haeffliger, Ilgner, Oster, and Kugler) were found guilty on the remainder of Count II, while 15 were acquitted. On Count III (slavery and mass murder), Ambros, Bueteftisch, Duerrfeld, Krauch, and ter Meer were judged guilty. Schneider, Bueteftisch, and von der Heyde also were charged with Count IV, membership in a criminal organization, but were acquitted.

The tribunal acquitted Gajewski, Gattineau, von der Heyde, Hoerlein, von Knieriem, Kuehne, Lautenschlaeger, Mann, Schneider, and Wurster. The remaining 13 defendants were given prison terms as follows:

| <u>Name</u> | <u>Length of Prison Term (years)</u> |
|----------------|--------------------------------------|
| Ambros | 8 |
| Buergin | 2 |
| Bueteftisch | 6 |
| Duerrfeld | 8 |
| Haeffliger | 2 |
| Ilgner | 3 |
| Jaehne | 1 1/2 |
| Krauch | 6 |
| Kugler | 1 1/2 |
| Oster | 2 |
| Schmitz | 4 |
| von Schnitzler | 5 |
| ter Meer | 7 |

All defendants were credited with time already spent in custody.

In addition to the indictments, judgments, and sentences, the transcripts also contain the arraignment and plea of each defendant (all pleaded not guilty) and opening statements of both defense and prosecution.

The English-language transcript volumes are arranged numerically, 1-43, and the pagination is continuous, 1-15834 (page 4710 is followed by pages 4710(1)-4710(285)). The German-language transcript volumes are numbered 1a-43a and paginated 1-16224 (14a and 15a are in one volume). The letters at the top of each page indicate morning, afternoon, or evening sessions. The letter "C" designates commission hearings (to save court time and to avoid assembling hundreds of witnesses at Nuernberg, in most of the cases one or more commissions took testimony and received documentary evidence for consideration by the tribunals). Two commission hearings are included in the transcripts: that for February 7, 1948, is on pages 6957-6979 of volume 20 in the English-language transcript, while that for May 7, 1948, is on pages 14775a-14776 of volume 40a in the German-language transcript. In addition, the prosecution made one motion of its own and, with the defense, six joint motions to correct the English-language transcripts. Lists of the types of errors, their location, and the prescribed corrections are in several volumes of the transcripts as follows:

- First Motion of the Prosecution, volume 1
- First Joint Motion, volume 3
- Second Joint Motion, volume 14
- Third Joint Motion, volume 24
- Fourth Joint Motion, volume 29
- Fifth Joint Motion, volume 34
- Sixth Joint Motion, volume 40

The prosecution offered 2,325 prosecution exhibits numbered 1-2270 and 2300-2354. Missing numbers were not assigned due to the difficulties of introducing exhibits before the commission and the tribunal simultaneously. Exhibits 1835-1838 were loaned to an agency of the Department of Justice for use in a separate matter, and apparently No. 1835 was never returned. Exhibits drew on a variety of sources, such as reports and directives as well as affidavits and interrogations of various individuals. Maps and photographs depicting events and places mentioned in the exhibits are among the prosecution resources, as are publications, correspondence, and many other types of records.

The first item in the arrangement of prosecution exhibits is usually a certificate giving the document number, a short description of the exhibits, and a statement on the location of the original document or copy of the exhibit. The certificate is followed by the actual prosecution exhibit (most are photostats,

NATIONAL ARCHIVES MICROFILM PUBLICATIONS

but a few are mimeographed articles with an occasional carbon of the original). The few original documents are often affidavits of witnesses or defendants, but also ledgers and correspondence, such as:

| <u>Exhibit No.</u> | <u>Doc. No.</u> | <u>Exhibit No.</u> | <u>Doc. No.</u> |
|--------------------|-----------------|--------------------|-----------------|
| 322 | NI 5140 | 1558 | NI 11411 |
| 918 | NI 6647 | 1691 | NI 12511 |
| 1294 | NI 14434 | 1833 | NI 12789 |
| 1422 | NI 11086 | 1886 | NI 14228 |
| 1480 | NI 11092 | 2313 | NI 13566 |
| 1811 | NI 11144 | | |

In rare cases an exhibit is followed by a translation; in others there is no certificate. Several of the exhibits are of poor legibility and a few pages are illegible.

Other than affidavits, the defense exhibits consist of newspaper clippings, reports, personnel records, Reichgesetzblatt excerpts, photographs, and other items. The 4,257 exhibits for the 23 defendants are arranged by name of defendant and thereunder by exhibit number. Individual exhibits are preceded by a certificate wherever available. Two sets of exhibits for all the defendants are included.

Translations in each of the prosecution document books are preceded by an index listing document numbers, biased descriptions, and page numbers of each translation. These indexes often indicate the order in which the prosecution exhibits were presented in court. Defense document books are similarly arranged. Each book is preceded by an index giving document number, description, and page number for every exhibit. Corresponding exhibit numbers generally are not provided. There are several unindexed supplements to numbered document books. Defense statements, briefs, pleas, and prosecution briefs are arranged alphabetically by defendant's surname. Pagination is consecutive, yet there are many pages where an "a" or "b" is added to the numeral.

At the beginning of roll 1 key documents are filmed from which Tribunal VI derived its jurisdiction: the Moscow Declaration, U.S. Executive Orders 9547 and 9679, the London Agreement, the Berlin Protocol, the IMT Charter, Control Council Law 10, U.S. Military Government Ordinances 7 and 11, and U.S. Forces, European Theater General Order 301. Following these documents of authorization is a list of the names and functions of members of the tribunal and counsels. These are followed by the transcript covers giving such information as name and number of case, volume numbers, language, page numbers, and inclusive dates. They are followed by the minute book, consisting of summaries of the daily proceedings, thus providing an additional finding aid for the transcripts. Exhibits are listed in an index that notes the

type, number, and name of exhibit; corresponding document book, number, and page; a short description of the exhibit; and the date when it was offered in court. The official court file is summarized by the progress docket, which is preceded by a list of witnesses.

Not filmed were records duplicated elsewhere in this microfilm publication, such as prosecution and defense document books in the German language that are largely duplications of the English-language document books.

The records of the I. G. Farben Case are closely related to other microfilmed records in Record Group 238, specifically prosecution exhibits submitted to the IMT, T988; NI (Nuernberg Industrialist) Series, T301; NM (Nuernberg Miscellaneous) Series, M-936; NOKW (Nuernberg Armed Forces High Command) Series, T1119; NG (Nuernberg Government) Series, T1139; NP (Nuernberg Propaganda) Series, M942; WA (undetermined) Series, M946; and records of the Brandt case, M887; the Milch Case, M888; the Altstoetter case, M889; the Pohl Case, M890; the Flick Case, M891; the List case, M893; the Greifelt case, M894; and the Ohlendorf case, M895. In addition, the record of the IMT at Nuernberg has been published in the 42-volume *Trial of the Major War Criminals Before the International Military Tribunal* (Nuernberg, 1947). Excerpts from the subsequent proceedings have been published in 15 volumes as *Trials of War Criminals Before the Nuernberg Military Tribunal Under Control Council Law No. 10* (Washington). The Audiovisual Archives Division of the National Archives and Records Service has custody of motion pictures and photographs of all 13 trials and sound recordings of the IMT proceedings.

Martin K. Williams arranged the records and, in collaboration with John Mendelsohn, wrote this introduction.

MILITARY TRIBUNAL NO.
CASE NO. 6
Examination Document Book No. —

Rebuttal - Book 92
English



INDEX TO PROSECUTION DOCUMENT BOOK 92

CASE VI -- MISCELLANEOUS COUNTS

(Rebuttal Book No. I)

PARBEN'S RELATION TO DAG - KNOWLEDGE AND CONTROL

NOTE: The following six exhibits are offered to rebut particularly (but not exclusively) the more than thirty affidavits offered by the defense in DAG document books I, II, and III, and the testimony of the defendant GAJEWSKI. Of course they are also intended to rebut and to clarify the testimony of other defendants and defense witnesses or affiants on this subject scattered throughout the defense case.

| Document Number | Exhibit Number | Description of Document | Page in: Document Book | Transcript |
|-----------------|----------------|---|------------------------|------------|
| NI-14097 | | Letter from Farben's Wolfen plant, initialed by the defendant GAJEWSKI and copy to GAJEWSKI, to Farben's DAG, 5 February 1934: The defendant GAJEWSKI "approved of the transfer" of a DAG factory for manufacturing electric fuse wires (expenditure RM 238,400). | 1 | |
| NI-14099 | | Letter from the defendant GAJEWSKI to Paul Mueller, Vorstand Chairman of Farben's DAG, 28 March 1934: "Somewhat imitating Sparte II ... who are submitting their credits according to organic, inorganic and pharmaceutical products". GAJEWSKI asks Mueller that in the future Mueller should "submit the credits required for your (DAG) plants, because I shall not be able in the near future to acquaint myself with the matter sufficiently to enable myself to substantiate properly the necessity for the credits" within Farben. | 2 | |
| NI-15164 | | Extracts from minutes of Farben's Chema (Chemicals Committee), 19 April 1937: In the presence of the defendant KUEHNE, Chema rejects the request of Farben's DAG for permission to build a formaldehyde plant. | 3 | |
| NI-13574 | | Letter from Landrat Huettner, Deputy to Goering's General Referent and Pres. Chief, to the defendant GAJEWSKI, showing further interest in "the general organization of plant", 15 June 1937: In a letter of answer to Huettner, 16 June 1937, GAJEWSKI encloses a booklet concerning Farben and states: "The technical sphere of work of the I.G. is divided into three Sparten ... Sparte III, head, Director Dr. GAJEWSKI, synthetic material, rayon, cellulose, synthetic material, explosives. GAJEWSKI suggest a further visit when we can also talk undisturbedly about our plans in spite of the other visitors". | 4 | |



NL-15163

Letter from Paul Mueller, President of DAG, to defendant SCHMITZ, 24 September 1938: Encloses the turnover figures for 1938 for DAG, calling particular attention to the turnover figures for explosives. The letter states, among other things, "our supplies to the military about which we are generally not permitted to talk are also contained in the turnover figures." Without those figures the report presents an entirely false picture".

6

NL-15162

Excerpts from representative letters, 1939 and 1940, from Dynamit A.G. to the defendant SCHMITZ: Gives the turnover figures for the first half of 1939 broken down according to the subsidiary companies of DAG. In addition, the figures of the employees of each of the companies are indicated and a comparison made with the number of employees for prior periods. The letters state, among other things, "We wish to point out that from now on we shall list the figures for G.m.b.H. zur Verwertung chemischer Erzeugnisse (Verwert-Chemie— subsidiary of DAG operating explosive plants) separately".

7

SPARTE III AND AGGRESSIVE WAR

NOTE: The following six exhibits are principally offered to rebut particularly (but not exclusively) the testimony of the defendant GAJEWSKI and numerous defense affidants that the production of Sparte III was only remotely related to military-economic considerations and that production of Sparte III under the Four Year Plan "AUTARCHY" program had only remote connections to Germany's rearmament. Of course these documents are also intended to rebut the recurring defense theme, developed by the testimony of most of the defendants and numerous defense affidants, that mobilization and military economy developments were largely considered as unimportant "red-tape" which Farben resisted.

NL-13519

Letter of the defendant GAJEWSKI, dated 17 December 1939, to Central German National Newspaper, submitting for publication an article by GAJEWSKI on the rayon production in the Four Year Plan. In the article, the defendant GAJEWSKI stated: "The Four Year Plan ... created Germany's economic armament. We are right in the middle of the economic effects of this and we are experiencing the tremendous economic power which will only be fully developed during the next two years and which will prove how, by means of this plan, wise foresight has equipped our leading military armament on a sound footing".

11

| Document Number | Exhibit Number | Description of Document | Page in: Document Trans- cript |
|--------------------|-------------------|--|--------------------------------------|
| NL-14104 | | File note by the defendant GAJEMSKI, 31 January 1935: The Reich Air Ministry is particularly interested in the construction of a fiber plant in Central Germany since all existing fiber factories are most unfavorably located from the military point of view. | 14 |
| NL-14102 | | Memorandum of meeting of Advisory Council of Economic Group Textile Industry for December, 1935, reporting to the defendant GAJEMSKI on a speech by Herr Kehrl, Reich official in charge of the rayon production program, in which Kehrl stated that "industry should welcome the rayon program with gratitude. <u>The manufacture of rayon is not intended exclusively for 'in the event of war'.</u> " | 15 |
| NL-14074 | | <p>Series of documents, 1937 and 1938, relating to production of rayon for military purposes:</p> <p>(1) Note to the defendant GAJEMSKI enclosing memorandum of conference, 18 January 1937, in Office of Raw Materials and Synthetics, in which the following notation appears with respect to comments of the Reich officials present: "Thereupon the question is raised by Herr Kehrl and Hammesfahr as to <u>how much time would be needed by I.G. in case of war to switch over to the production of special silk.</u> Dr. Kleins (of I.G.) remarks the switching over of an entire plant, etc. would take approximately one-half year". Report further recites: "Herr Kehrl raises the question whether I.G. have not made experiments to produce rayon which would be used as a substitute for parachute silk. Dr. Kleins (of I.G.) volunteers the information that <u>in recent years we (I.G.) have carried out various experiments for the Air Ministry, etc.</u>"</p> <p>(2) Letter, 22 January 1937, from Goering's Office in the Four Year Plan, to Farben at Wolfen, requesting specific data as to the kind of mechanics needed to put the rayon plant on a mobilization basis.</p> <p>(3) Letter from Otto (Farben Vorstand member) to the defendant GAJEMSKI, 28 January 1937, referring to prior letter of 22 January 1937, informing GAJEMSKI that the defendant KRAUCH told him that "the questions put in the letter must be answered. <u>The answer, however, will only be needed in case of war.</u>"</p> | 18 |

(Cont'd.)

| Document Number | Exhibit Number | Description of Document | Page in: Document Book | Transcript |
|-----------------|----------------|--|------------------------|------------|
| NL-14074 | (Cont'd.) | (4) Letter, 19 May 1937, from Farben to Goering's Office: Advises that Farben's Wolfen and Bobingen plants are ready to increase their production of rayon for Army purposes. (5) Letter, 10 March 1938, from Lehrl of Reich Office for Economic Development, to Farben's Wolfen Plant: Authorizes allocation of steel for expansion of Wolfen plant to produce silk and rayon for military purposes. | | |
| NL-13529 | | Letter, 19 December 1938, from the defendant GAJEMSKI to Economic Group Chemical Industry (Ungewitter): Reports on the expansion program of Sparte III products under the Four Year Plan. States that from 1935 to 1939, the additional capital investments amount to 110,000,000 RM; that for 1939, an additional 26,000,000 RM will be spent, and that from 1932 to 1939, another 33,000,000 RM had been spent to produce the raw materials necessary for the production of rayon and rayon staples and cellulose. For these three products, GAJEMSKI admits at least a capital investment under the Four Year Plan of 169,000,000 RM. | 27 | |
| NL-14075 | | Letter from Farben's Wolfen plant, signed by the defendant GAJEMSKI, to the High Command of the Army, 16 June 1937: Reports on progress in the utilization of cord fiber for tires. | 29 | |

SPOILIATION

NOTE: The following nine exhibits are offered to rebut particularly (but not exclusively) the testimony of the defendant ILGNER (on Norway), the defendants ILGNER and HAEFLIGER (on Austria), and the defendant MANN (on Rhone-Poulenc), as well as the testimony of numerous defense affiants on the same subjects scattered throughout the record. Of course, they are also intended to rebut the more restricted testimony of other defendants and defense witnesses on these subjects.

AUSTRIA

| | | | |
|----------|--|--|----|
| NL-15066 | | Farben letter to Director Moos von Seiler of Anilin-Chemie, Vienna, 10 March 1937: "It is comprehensible that Dir. General Pollack would like to negotiate directly with the authoritative gentlemen of the Vorstand, and it may be known to you that Mr. Haeffliger wrote to Director General Pollack as early as last week that he, of course, is at his disposal at any time for a personal interview". | 31 |
|----------|--|--|----|

NL-14745

Confidential note by Ohliger of Farben's Sales Combine Chemicals to the defendant HAEFLIGER concerning Austrian acquisitions, 12 June 1937: Farben willing to consider a plan whereby Skoda-Wetzlar and Dynamit Nobel, A.G., Pressburg (Bratislava), each received a one-third participation in Farben's Austrian Anilin-Chemie in order to further Farben's interests in Austria. General Director Phillip of D&G, Bratislava (Pressburg) "turns down completely all ideas of a community of interest as, indeed, of any fusion at all".

33

NL-14745

Note by Ohliger of Farben's Sales Combine Chemicals of 23 July 1937, containing excerpt from minutes of the conference between Director Weber-Andrease, Dr. Gierliche, Guenther Schiller and Dr. von Pongratz in Milan on 20 July 1937: "Neither the latter (Mr. Roth) nor Herr Haeffliger see any reason for hesitation in Skoda-Wetzlar joining the Anilin-Chemie as an actual shareholder". Reference is made to Farben's draft of a pool agreement to this effect. (See NL-15065, immediately following).

35

NL-15065

Farben's draft No. 3 of 23 July 1937 of "Pool Agreement Austria" between Dynamit Nobel, Bratislava (Pressburg), Skoda-Wetzlar, Vienna, and I.G. Farben.

37

RHONE-POULENC

NL-7582

Farben memo on discussions held in Paris on 2 December 1940 between Bayer representatives (Grobel and Werner Schmitt) and Rhone-Poulenc: "Be and Barral attempted to alter the fundamental basis of the Agreement which Farben views as compensation for past events, and to change it to an ordinary reciprocal agreement. This was rejected".

41

NL-7648

Brock's letter to Bayer, "received 25 January 1941", which was an accompanying letter, a.o., to Rhone-Poulenc's letter (Proc. Exh. 1274): "Herr Faure-Beaulieu informed us that the first version of this letter (i.e. Rhone-Poulenc's letter) was much more bluntly worded".

44

| Document Number | Exhibit Number | Description of Document | Page in: Document Tran- Book script |
|--------------------|-------------------|-------------------------|---|
|--------------------|-------------------|-------------------------|---|

NL-10543

Affidavit by Albert F. Puisseu, Paris, President of the Board of Rhone-Poulenc, of 1 August 1947, describing the circumstances under which Rhone-Poulenc felt "obliged to effect (such) unlawful payment through the device of royalties" to Bayer during the second World War; also analyzing on the Theraplix agreement.

46

NORWAY

NL-8146-A

Confidential memo of Farben's Legal Department, signed Mayer-Wegelin, to the defendants BUEHDIN and MAEPLIGER (among other Farben officials), 29 August 1941. This memo transmitted the file note in evidence as prosecution exhibit 1197 (NL-8146). In the original processing of FE 1197 the forwarding memo was omitted from the English document book 65 although it was included in the German document book 65.

53

NL-13373

Affidavit by Jacques Allier, Paris, President of the Supervisory Board of Norsk-Hydro and Assistant Manager of Banque de Paris et des Pays-Bas, of 3 November 1947: Complete description of how the French stockholders lost their stock majority in Norsk-Hydro during the second World War. The part played by Farben, and particularly the defendant HENSEL, in this connection.

57

COUNT III -- SLAVE LABOR

AT VARIOUS FARBER PLANTS (EXCLUDING AUSCHWITZ)

NOTE: The following 15 documents are submitted in rebuttal to the defense claim that leaders of I.G. Farben took no initiative in securing slave laborers; that any restrictions upon and any bad treatment of slave laborers were entirely the result of the inhumane policies of the Reich labor and other authorities; that the workers secured through the "Firm Contracts" were employed voluntarily and not in contradiction to the Hague Convention; that Farben officials did not seek to drive the foreign laborers or prisoners of war; that disciplinary measures concerning foreign workers and prisoners of war were exclusively, if not principally, applied by the Reich labor and police authorities; etc. In view of the hundreds of defense affidavits submitted on these and related topics, it is believed impossible to be more specific in indicating the scope of this rebuttal. Of course it is not meant to indicate that evidence and testimony already introduced by the prosecution do not disprove these defense claims.

BITTERFELD AND WOLFEN PLANTS

| Document Number | Exhibit Number | Description of Document | Page in: Document Tran- Book script |
|--------------------|-------------------|--|---|
| NL-15159 | | Letter from the administration of the labor camp Marie to Farben's Bitterfeld plant, 6 June 1941, together with a transmittal note to the defendant BUERGIN requesting a reply: Camp inmates employed by Farben's Bitterfeld plant have complained repeatedly about the vermin found in their billets. Repeated complaints by the camp administration have had no effect. Under such circumstances the employees refuse to remain longer at their employment. Requests immediate and radical action. | 69 |
| | | (NOTE: Cross examination of prosecution affiant Ballandier, PE 1396, shows Ballandier lived in camp Marie. Transcript 7946.) | |
| NL-15136 | | Letter of the defense affiant Joeres, Bitterfeld-Wolfen Social Department, to Bitterfeld's Engineering Department concerning the allocation of P.W.'s, 7 September 1941: The defendant BUERGIN has already determined the location of the P.W. camp and advised that Camp IV, partly completed, will be transformed into a P.W. camp meanwhile because of the urgent manpower need. | 70 |

| Document Number | Exhibit Number | Description of Document | Page in: Document Book | Transcript |
|-----------------|----------------|--|------------------------|------------|
| NL-15143 | | Extract from Circular No. 95/1942 to the Bitterfeld department managers concerning prisoners of war, signed by the defendant RUEGIN: Every P.W. fit for work must do his utmost. Recalcitrants first to be denounced to the P.W. camp. Plant guards will be held responsible and punished severely if they fail to take action against P.W.s not performing their work satisfactorily. | 72 | |
| NL-15141 | | Extract from Bitterfeld Circular No. 107/1942 by Vorlaender and Frey to all Bitterfeld department managers concerning foreign laborers: Regulations for compulsory allocation to work of foreigners from the occupied territories and the Protectorate (Bohemia-Moravia) who do not desire to extend their contracts. | 74 | |
| NL-15158 | | Report of Frey to the defendant RUEGIN concerning developments during RUEGIN's temporary absence, 21 July 1942: Under the heading "Werkschutz" (plant guard or plant police) the report states, "On the night of 18 July a civilian Russian fleeing from the Russian camp was, after an oral warning, shot and fatally wounded by a Werkschutz (plant guard) agent". | 76 | |
| NL-15155 | | Excerpt from the letter of the "Landrat" of Bitterfeld to Farben's Bitterfeld plant concerning the establishment of dispensaries in camp Marie, 25 September 1942: Bitterfeld has not complied with the Decree of the Reich Labor Ministry of 16 December 1941 requiring the establishment of dispensaries in foreign workers' camps and the newly erected Russian camp. Further, Bitterfeld has not complied with the regulations concerning the segregation of persons suffering from contagious diseases. | 77 | |
| NL-15157 | | Letter from the branch office of the Goebach (KRAUCH's Office) in Halle/Saale to Farben's Bitterfeld and Wolfen plants, attention of the defendant RUEGIN, concerning the recruitment of foreign labor, 17 March 1943: "Despite the recruiting measures carried out by yourself in France, difficulties have arisen in the procurement of the labor you need even in the case of workers enlisted by your own gentlemen". | 78 | |

| Document Number | Exhibit Number | Description of Document | Page in: Document Book | Transcript |
|-----------------|----------------|---|------------------------|------------|
| NL-15160 | | Official report of an inspection by a representative of the German Labor Front (DAF) made at the Bitterfeld foreign work camps from 25 through 27 August 1943: Unsatisfactory conditions in almost all camps in Bitterfeld. Camp No. VI for Eastern workers "makes on the whole a very bad impression". Several married couples live in the same room with no segregation. Four positive tuberculosis cases "should be removed". Latrines are in the open. | 81 | |
| NL-15137 | | Dujardin, representative of the Belgian "recruiting" firm UNIC, Brussels, to the defendant BUEHLEN, 1 July 1943: Transmits a report by one Petro complaining that assurances given to foreign workers employed by Bitterfeld are not maintained. | 83 | |
| NL-15156 | | Letter of the "Trade Inspection Board" in Wittenberg to Farben's Bitterfeld plant concerning the women's camp at Bitterfeld: Reports unsatisfactory conditions in the women's camp as reported by representatives of the Trade Inspection Board, the German Labor Front (DAF), etc. Toilets and bathrooms are partly in an unbelievable condition. Dispensaries should be provided as well as facilities for segregating persons with contagious diseases. (See NL-15160 concerning a similar report in August 1943). Under regulations no more than 12 women should be billeted in one room in the women's camp. | 86 | |
| NL-15142 | | File note by one Tschertschmann for the defendant BUEHLEN concerning a conference at the Gau Economic Chamber, 10 March 1944: Information on labor allocation questions in general as well as the employment of foreign workers and P.W.'s. | 88 | |
| NL-14032 | | Letter, 22 December 1943, from I.G.F. Bottweil to Labor Office in Bottweil reporting breach of contract of one Dutch worker Marinus van Meurs. It states: "We request that individual be returned". Bottweil came under GAJEWSKI'S Sparte III. | 92 | |

NOTE: The next three documents are extracts from decisions and judgments of Belgian Military Courts in Antwerp or Brussels against the leading officials of "Recruitment Firms" referred to in documents submitted on behalf of the defendant KRAUCH in KRAUCH's document book III. The Tribunal is asked to take judicial notice of these judgments. They will be marked for identification only.

NI-14719
(Ident.
only)

Extract from the sentence imposed against Armand Remy by a Belgian Military Court in Brussels on 10 August 1945: Remy sentenced to death and to a fine of 50 million Belgian francs (more than \$1,000,000) for collaboration activities during the German occupation, specifically for recruiting and sending Belgian workers to Germany: "Whereas it results from the examination and discussion thereof that from March 1941 until the liberation of the country the accused devoted all his activity to the hiring of Belgian labor for Germany; and that, for this purpose, on the initiative of the delegate of the group of German chemical industries, he concluded contracts with different German companies with a view to supplying labor to Germany".

94

NI-14716
(Ident.
only)

Extracts from the charges and sentence of a Belgian Military Court in Antwerp against Desire Geers in absentia and Ernest Geers, 18 November 1946: First defendant sentenced to death; second to four years imprisonment for collaborationist activity, specifically for sending Belgian workers to Germany. Fine of 6 Million Belgian francs imposed on firm. The defendants "between 29 January 1943 and 4 September 1944 served the political aims of the enemy by recruiting for and making assignments to Germany".

98

NI-14717
(Ident.
only)

Extract from the charges and sentence of a Belgian Military Court in Antwerp against Pierre Roelants, 7 November 1947: Roelants was sentenced to five years of solitary confinement and a fine of 5 million Belgian francs for collaborationist activities, specifically sending Belgian workers to Germany. From 1940 to September 1944 Roelants "rendered assistance to the enemy with men by sending Belgian workers to Germany in accordance with a contract concluded with the UNION RHEINISCHE BRAUNKOHLEN KRAFTSTOFF A.G. at Wesseling near Cologne, on 26 May 1941".

100

(NOTE: Both the firms PIERRE ROELANTS and UNION RHEINISCHE BRAUNKOHLEN KRAFTSTOFF A.G. are mentioned in KRAUCH Document Book III.)

| Document Number | Exhibit Number | Description of Document | Page in: | |
|--------------------|-------------------|-------------------------|------------------|------------------|
| | | | Document Book | Trans- script |

FRENCH LABOR RECRUITMENT FIRMS:

WL-14650

Official report by Commissioner LELUC of the French Ministry of the Interior, re: French firms having provided workers to the German Chemical Industry. The French firms mentioned are: Jean MEYER, Albert CIRAULT, Roger ZELL, Rene DIDIER, Charles PERIERE, and Charles BORRECHT. Based upon the examination of the files of the Ministry of the Interior, of those put at his disposal by the "Cour de Justice" in Paris, etc., Commissioner LELUC gives in his report a brief compilation of the charges, judgments and sentences imposed upon the French firms mentioned above.

(NOTE: These firms with the exception of the firm Charles BORRECHT are mentioned in the ERNICH Document Books III, IV and V.)

COUNT IV AND MEMBERSHIP IN THE HIMMLER CIRCLE OF FRIENDS

NOTE: These eight documents are offered in rebuttal particularly (but not exclusively) to the defense claims (first raised in the Farben Case): (1) that contributions to the Himmler Circle of Friends were solicited as contributions for "the widows and orphans" of the SS (compare Flick decision); (2) that honorary membership in the SS creates any substantial difference with respect to guilt; (3) that the Circle of Friends was an informal group to which the SS and the members of the Circle attached no substantial significance; etc.

| Document Number | Exhibit Number | Description of Document | Page in: Document Trans- cript |
|--------------------|-------------------|--|--------------------------------------|
| NI-9986 | | Letter from Himmler to Dr. Meyer (Himmler Circle member from the Dresdner Bank), 27 October 1936: In a letter of appreciation for Meyer's participation in the contribution of the Circle of Friends, Himmler states that in making this contribution "you did not only do a great service to the SS, and <u>supported extra-ordinarily the fulfillment of its tasks</u> , but in addition to a proof of your friendship, you also gave me great pleasure". | 105 |
| NI-9980 | | Another Himmler letter to Dr. Meyer concerning the 1937 contributions by the Circle of Friends, 30 December 1937: "I thank you and your firm most cordially for this donation and the willingness to help as well as <u>the feeling of common bonds with the SS and their tasks which thus you proved again</u> . I want you to be convinced that this fine support contributed to a very substantial degree to closer approach <u>the aim set for us in the SS</u> ". | 106 |
| NI-8131 | | Letter from Kranefuss to SS General Brandt, personal staff of Reich Fuehrer SS Himmler, 21 January 1944: Kranefuss asks Brandt "If and in what manner he (Herbert Goering, brother of Hermann Goering) is to be informed that his presence (in the Circle of Friends) is no longer desired I take it that the Reich Fuehrer SS no longer wants Goering in the Circle of Friends". | 107 |
| NI-8120 | | Letter of Kranefuss to SS General Brandt, 23 June 1943: SS General Berger has suggested that Linhardt "would fit well into the Circle of Friends I should be very grateful to you, if you would call the attention of the Reich Fuehrer SS to <u>this matter and inform me if he considers him (Linhardt) to have the proper qualities for the Circle of Friends</u> ". | 109 |

COUNT IV AND MEMBERSHIP IN THE HIMMLER CIRCLE OF FRIENDS

| Document Number | Exhibit Number | Description of Document | Page in: Document Tran- Book script |
|------------------------------|-------------------|---|---|
| NI-8119 | | Letter of SS General Brandt to Kranefuss, 8 July 1943: "SS General Oswald Pohl does not consider him (Linhardt) suitable, SS General Berger, with whom I have also talked about the matter, wanted me to call your attention to it". | 112 |
| NI-8118 | | Letter of Kranefuss to SS General Brandt, 10 July 1943: "If now SS General Pohl for his part has expressed himself against the acceptance of SS Hauptsturmfuehrer Dr. Linhardt, I share his opinion completely". | 113 |
| NID-9101 | | Letter from SS Leader Sievers of the Annen-erbe "Re Circle of Friends of the Reich Fuehrer SS" concerning a phone call from Kranefuss, 19 May 1942: "Kranefuss communicates that the Reich Fuehrer SS plans an enlargement for scientific purposes of his Circle of Friends consisting (now) primarily of economists". Therefore, three additional SS leaders (West, Sievers, and Schaefer) will be present at the next meeting of the Circle when Kranefuss will introduce them to the Circle. "The Circle of Friends meets every second Wednesday of the month". | 114 |
| NI-15203 (Ident. only) | | Decision on appeal of the highest Spruchkammer Court of Hamm concerning the appeals from a decision by a lower Spruchkammer by Baron von Schroeder in the Schroeder SS membership case before the Kielefeld Spruchkammer, British Zone: The reviewing German Court stated that Schroeder's claim that honorary leaders ("Fuehrer") in the SS were not official members of the SS and that Schroeder's knowledge of the unlawfulness of the SS was insufficient, etc., were not "decisive". "Incorrect is the opinion of the appeal that the exemplary opinion (of the IMF Judgment) for the member of the Reiter-SS is fundamentally to be extended properly to the Ehrenfuehrer (honorary leaders). This provision exempting the members of the Reiter-SS from the responsibility is clearly a saving clause in the opinion of the Spruchkammer it is also essential that honorary offices should be considered as real members of the SS. During the reign of National Socialism they clearly and regularly accepted the economic and social advantages connected with their position Their membership in the SS was not just a matter of form, either for them or for the SS. Therefore they must be looked upon in a certain sense as beneficiaries, and it would be incomprehensible if they were to be treated in a different way than the unimportant (non-honorary) SS members". The Spruchkammers have universally been of this opinion. | 115 |

To the
Dynamit A.G.,
Technical Department
Erlangen

T.A./Eas - W 303
7 February 1934

NI

On the basis of the inspection of the factory of electric ^{fuse} wires which took place last Saturday, I reported on the matter to Director Dr. Gajewski and due to the reports he approved of the transfer of the factory of electric fuse wires - as you anticipated - and also of the immediate start of work.

According to the material given to me there will be the following expenditures:

| | |
|--|------------|
| Costs increasing value | RM 79,000 |
| Costs not-increasing value | RM 59,400 |
| Total | RM 138,400 |
| A subsidy may be obtained as follows for | |
| for which a subsidy of | RM 180,000 |
| was promised by the Landrat | RM 35,600 |
| and tax bonus of | RM 33,800 |

Of course, the final transfer will depend on your definitely receiving these subsidies.

Only tomorrow I shall be able to discuss the case Eckardt & Ziegler, Cologne, with Director Dr. Gajewski.

Technical Department
Photographic Articles & Synthetics
(Signature)

Copy to Director Dr. Gajewski

CERTIFICATE OF TRANSLATION

I, HANS LAMM, AGO NO. 353733, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. NI-14097.

HANS LAMM
U.S. Civilian
AGO NO. 353733

END

TRANSLATION OF DOCUMENT No. NI-14099
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

Dr. G./H.

28 March 1934

To
Generaldirektor Dr. Paul Mueller,

(Pencil notes illegible)

Erpsdorf

Dear Dr. Mueller,

During yesterday's Sparte meeting of Farben extensive credits for the construction of synthetic - plants were discussed at great length. Since I was asked to give my opinion the development and possibilities for development, and since I had no opportunity to visit you the last weeks, I should be glad if you could see to it that a brief report on the situation is given to me. Moreover, I would be grateful to you if you could keep me currently informed about the situation by sending me brief reports on this matter.

In your absence I had a telephone conversation with Dr. Mueller and we arranged that in the future you would submit the credits required for your plants, because I shall not be able in the near future to acquaint myself with the matter sufficiently - through previous discussions with you and even less through personal inspection at the spot - to enable me to substantiate properly the necessity for the credits. I am somewhat imitating Sparte II with this step, who are submitting their credits according to Organica, Anorganica, and Pharmaceutica.

I do hope that you will agree to my proposal, and I remain,

With German saluts,

Yours very truly,

(signature illegible)

(pencil notes illegible)

CERTIFICATE OF TRANSLATION

I, SIEGFRIED RAMLER, AGO #34429, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. NI-14099.

SIEGFRIED RAMLER,
U.S. Civilian,
AGO # 34429

E N D

TRANSLATION OF EXCERPTS OF DOCUMENT NO.
NI-15164 OFFICE OF CHIEF OF COUNCIL
FOR WAR CRIMES

Frankfurt/M, 15 April 1937

Minutes
of the
43rd Meeting of the Chemical Committee
in
Berlin on 12 April 1937

Beginning: 900 hours

End: 1320 hours

Present: Weber-Andreas
Dr. Kuehne
Dr. Pistor

Andreas as secretary.

.....
(Initials): ST (for Struss)

.....
(page 6 of original)

.....
Weber-Andreas reports on the conferences concerning plastics which are to take place next day between Troisdorf, Bitterfeld and Frankfurt. - Dr. Pistor asks for caution in sales on account of the existing shortage of material. - The Chemical Committee cannot accede to the wish of Troisdorf to set up a plant for formaldehyde, as the reasons for setting up the Leverkusen factory are incomparably more serious.

.....
(page 8 of original)

(Signatures) Weber-Andreas

Secretary
(Unterschrift:) I. Andreas

CERTIFICATE OF TRANSLATION

I, DOROTHY E. PLUMER, USPET 482, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of excerpts of document No. NI-15164.

DOROTHY E. PLUMER
USPET 482

* E E D *
- 1 -

* E E D *

3

The General Referent and Press Chief
of the Minister-president General Goering
Ministerratdirigent Dr. Gritzbach

Deputy: Landrat Euster

Berlin W 8 15 June 1937
Leipziger Strasse
Telephone: 22710ra 6481

(Trans. Note: Handwritten note
133/2 (initial) G. 15406
Stamp: Sekretariat Dr. Gajewski
Received: 15 June 1937
Answered: (Handwritten) 15 June
to Euster (initial) H1.

Dear Director Gajewski,

I do not wish to fail to thank you both for myself and in the name
of the gentlemen who accompanied me, for the kind reception and the
interesting information which you and your colleagues gave us last
Thursday. I do hope very much that we will also be able to visit you
very soon in Wolfen, as arranged, so that we can get additional ideas
about the general organization of your plant.

With kind regards and Heil Hitler

I remain,

Always yours very truly,

(Signature) Euster.

To Director Dr. Gajewski
I.G. Farbenindustrie A.G. Film Factory
WOLFEN
Kreis Bitterfeld.

(Page 2 of original)

To Landrat Euster
Berlin W 8
Leipziger Strasse 3

Dr. Gajewski

Wolfen Film Factory
15 June 1937

(Trans. Note: Handwritten Notes:
133/2
31 June
46589)

Your letter of 15 June 1937

Dear Herr Landrat,

I am taking the liberty of sending you enclosed the annual report as
well as a booklet about our firm. The technical sphere of work of the
I.G. is divided into 3 Spheres:

Sphere I
Head: Dir. Dr. Krumm

Nitrogen, gasoline, oils, coal.

Sphere II
Head: Dir. Dr. ter Meer

Dyestuffs, chemicals, pharmaceuticals.

Sphere III
Head: Dir. Dr. Gajewski

Photographic materials, rayon, rayon staple
cellulose, synthetic materials, explosives.

TRANSLATION OF DOCUMENT NO. HI-13574
Cont'd

The three Spartan heads are at the same members of the Central Committee, the members of which are listed in the annual report, as you will be able to see. I hope that this information and the enclosures will be sufficient explanation of the organization of I.G.

As far as the visit is concerned, I would also very much prefer that it should take place as soon as possible. Unfortunately there is only one more day free before I go on leave, that is 1 July. We are already having visitors on this date, but in spite of this your visit could be arranged quite well with the other one. We can also talk undisturbedly about our plans

(Page 3 of original)

in spite of the other visitors. If I am not mistaken you intend bringing Ministerialdirigenten Dr. Gritzbach with you. If this date should not suit you would you be kind enough to postpone your visit until the beginning of August, since in the meantime I shall be going on leave. We had discussed this possibility already anyway.

With kind regards and

Heil Hitler

Yours very truly

(Signature) GALEWSKI

(Transl. Note: Handwritten:

Copy to Regierungsrat Herrmann, sent without covering letter.
18 June 1937.)

CERTIFICATE OF TRANSLATION

I, DOROTHEA L. GALEWSKI, ETO NO. 34079, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. HI-13574.

DOROTHEA L. GALEWSKI
ETO NO. 34079

END

TRANSLATION OF DOCUMENT No. HI-15163
OFFICE OF CHIEF OF COUNSEL FOR WAR
CRIMES

24 Sept 1938

REGISTERED

To
Geheimrat Dr. H. SCHMIDT
B e r l i n

Re: Quarterly Report.

Dear Herr Geheimrat:

We are taking the liberty of sending you attached the report for the 2nd quarter of 1938, and a list of sales figures for the first half of 1938. The report on the 1st quarter of 1938 was given in the Aufsichtsrat meeting of 3 June 1938.

In the 2nd quarter of 1938 the turnover for explosives at home has been decreased by approx. 3.6 million, while abroad it has increased by approx. 4.6 million. Both cases are deviations which are due to extraordinary temporary circumstances.

Our supplies to the military (Militaria-Lieferung) about which we are generally not permitted to talk, are also contained in the turnover figures. Without these figures the report would present an entirely false picture. So as to comply with our obligations to maintain secrecy on the one hand, and yet on the other hand to give a true report, we have only since the end of 1935 been giving the quarterly report to the Chairman of our Aufsichtsrat personally and have requested that he should refrain from circulating it amongst the Aufsichtsrat.

In view of prevailing circumstances, may we presume that you agree that for the time being we should continue this practice and that the quarterly report shall only be sent to you personally, as is being done in this instance.

With the German Salute
Vorstand of
DYNAMIT-ATZUN-GESELLSCHAFT
vormals Alfred Nobel & Cie

(signature) Dr. P. Maeller
(signature) Dr. Schmidt.

CERTIFICATE OF TRANSLATION

I, Dorothea L. GALEWSKI, ETO #34079, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. HI-15163.

Dorothea L. GALEWSKI,
ETO #34079.

E N D

E N D

6

EXCERPTS OF
TRANSLATION OF DOCUMENT No. NL-15162
OFFICE OF CHIEF OF COUNSEL FOR WAR
CRIMES

No. 2689

2 October 1939

REGISTERED

(trans.note:
handwritten: P)

to Herrn
Geheimrat Dr. E. Schmitz,
BERLIN
Re: Quarterly Report.

Dear Herr Geheimrat,

We are taking the liberty of sending you attached the following
compilations:

1. Survey of turnover of 2nd quarter of 1939.
2. " " " " 1st half of 1939.
3. " " " " 2nd quarter of 1939, divided according to
the various companies.
4. Survey of turnover of 1st half of 1939, divided according to the
various companies.

The figures have each case been compared to those for the appropriate
period in 1938. The staff amounted to:

| | | |
|-----------------|------------|--------|
| on 30 June 1939 | DAG | 21 800 |
| | affiliated | 9 310 |
| | companies | |

| | | |
|-----------------|------------|--------|
| on 30 June 1939 | DAG | 25 961 |
| | GmbH | 3 947 |
| | affiliated | |
| | companies | 9 899 |

With regard to these figures we wish to point out that from now we
shall list the figures for the GmbH zur Verantwortung chemischer
Erzeugnisse separately.

With the German Salute
Vorstand of the
DYNAMIT-AKTIE-GESELLSCHAFT
vormals Alfred Nobel & Co.

(trans.note: stamp: signed Dr. P. Mueller
signed Dr. Schmidt)

Enclosures.

(page 2 of original)

No. 300

18 January 1940

REGISTERED

To Geheimrat
Dr. E. Schmitz
Berlin

Re: Quarterly Report.

Dear Herr Geheimrat,

We are taking the liberty of sending you attached the following
compilations:

1.
2.
3.
4.
-

-3-
TRANSLATION OF EXCERPTS FROM DOCUMENT No. NI-15163
Cont'd

The staff amounted to:
on 30 Sept 1938

| | |
|------------|--------|
| DAG | 23 911 |
| affiliated | |
| companies | 10 081 |

on 30 Sept 1939

| | |
|------------|--------|
| DAG | 28 895 |
| GmbH | 6 414 |
| affiliated | |
| companies | 10 414 |

With regard to these figures we refer you to our report of 2 October 1939, in which we noted that from 1939 we would be listing the figures for the GmbH zur Verwertung chemischer Erzeugnisse separately.

With the German Salute
Vorstand of
DYNAMIT-AGTUNGSGESellschaft
vormals Alfred Nobel & Co.
(trans.note:stamp:) signed Dr. Schmidt
signed Dr. W. Punge.

Enclosures.

(page 3 of original)

No. 1219

16 May 1940

REGISTERED

To
Geheimrat Dr. E. Schmitz,
B e r l i n

Re: Quarterly Report.

Dear Herr Geheimrat,

We are taking the liberty of sending you attached the following compilations:

1.
2.
3.
4.
-

The staff amounted to:
on 31 Dec 1938

| | |
|------------|--------|
| DAG | 34 232 |
| affiliated | |
| companies | 12 169 |

on 31 Dec 1939

| | |
|------------|--------|
| DAG | 32 395 |
| affiliated | |
| companies | 10 892 |
| GmbH | 8 395 |

With regard to these figures we refer you to your report of 2 October 1939, in which we stated that from 1939 we would be listing the figures for the GmbH zur Verwertung chemischer Erzeugnisse separately.

With the German Salute
Vorstand of
DYNAMIT AGTUNGSGESellschaft
vormals Alfred Nobel & Co.
(trans.note:stamp:) signed Dr. Schmidt
signed Dr. Punge

Enclosures.

(page 4 of original)

No. 1881

13 July 1940

(trans.note: handwritten: P)

To
Gehelrat Dr. E. Schmitz
Berlin NW 7

Re: Quarterly Report.

Dear Herr Gehelrat,

Attached we are sending you a survey of the turnover for the 1st quarter of 1940 and another for the same time, divided according to the turnover of the various companies. The figures have in each case been compared with those for the appropriate period in 1938.

The staff amounted to:

| | | |
|------------------|----------------------|--------|
| on 31 March 1939 | DAG | 25 391 |
| | GebH | 2 882 |
| | affiliated companies | 9 761 |
| on 31 March 1940 | DAG | 37 512 |
| | GebH | 10 130 |
| | affiliated companies | 10 734 |

With the German Salute
Vorstand of
DYNAMIT ACTIENGESELLSCHAFT
vormals Alfred Nobel & Co.
(trans.note: stamp: signed Dr. P. Mueller
signed Dr. Schmidt)

Enclosures,
Registered.

(page 5 of original)

No. 3466

14 Dec 1940

(trans.note: handwritten: P)

To
Gehelrat Dr. E. Schmitz,
Berlin.

Re: Quarterly Report.

Dear Herr Gehelrat,

We are taking the liberty of sending you attached the following compilations:

1.
2.
3.
4.

As for the rest, we refer you to the statements in this connection in our last report, of 11 October 1940, about sales of celluloid and synthetic materials for military purposes. The statements made there also apply to the attached surveys.

-4-
 TRANSLATION OF EXCERPTS FROM DOCUMENT No. NI-15162
 Cont'd

The staff amounted to:
 on 30 Sept 1939

| | |
|------------|--------|
| DAG | 28 895 |
| GebH | 6 414 |
| affiliated | |
| companies | 10 418 |

on 30 Sept 1940

| | |
|------------|--------|
| DAG | 42 833 |
| GebH | 15 631 |
| affiliated | |
| companies | 10 269 |

With the German Salute
 Vorstand of
 DYNAMIT AUFBEREITUNGSGESellschaft
 vormals Alfred Nobel & Co.

(trans.note:stamp:) signed Dr. Miller
 signed Dr. Schmidt

Englischsprachige
Register

CERTIFICATE OF TRANSLATION

I, Dorothea L. Galsowski, BPO #34079, hereby certify that I am
 thoroughly conversant with the English and German languages; and
 that the above is a true and correct translation of Document No.
 NI-15162.

Dorothea L. GALSOWSKI,
 BPO #34079.

END

-4-

10

Dr. Gajewski

I.G. FARBENINDUSTRIE
AKTIENGESELLSCHAFT

(Translator's Note: Handwritten marginal
note: 57/19-9
Dr. Ga/Br.
Film Factory Wolfen.

17 December 1939

To the
Mitteldeutsche National-Zeitung
(Central German National Newspaper)

Attention Herrn Edwin Koch

HALLE a/S
Geiststr. 47.

Your letter of 28 November 1939.

Your ref: ko/ju.

Enclosed I am sending you a short article about rayon staple (Zellwolle) as you requested. I would suggest that you should use the headline

"Rayon Staple — Blockade Breaker"

or

"Rayon Staple Establishes Independence of Textile Raw Materials".

Of course it is left to your discretion to make one or the other minor correction.

Heil Hitler!

(Signed) Dr. Gajewski

(Translator's Note: Illegible handwritten marginal notes)

(Page 2 of original)

Wolfen-Film Factory

12 December 1939

Dr. Ga/Br.

"Rayon Staple — Blockade Breaker"

We all know that the Fuehrer has wagered everything in order to free us from the chains of Versailles, and we see today that our enemies are using the same means against our Fatherland as in the World War, means of defamation, lies and starvation through blockade. It was against this blockade that the 4-Year Plan was created at the Fuehrer's behest — the 4-Year Plan, that powerful plan which, shaped by a single will, created Germany's economic armament. We are right in the middle of the economic effects of this and we are experiencing the tremendous economic power which will only be fully developed during the next two years and which will prove how by means of this plan wise foresight has put our leading military armament on a sound footing, because military efficiency can only be maintained for any length of time if the home front is able to keep the soldier supplied and equipped with everything that is required for the waging of war.

And in this respect it is chemistry that is called upon in an outstanding way to solve tremendous problems and to strengthen the military efforts of the State, both technically and economically, to a tremendous extent. In this way chemistry not only created the nitrogen industry

(Page 3 of original)

which produces powder and explosives for national defense, but also gasoline and rubber. All these products were previously imported from abroad in their natural form - today they are being produced synthetically in our own country and help to render the blockade ineffective.

In the same way as chemistry has taken over the production of the above products it also concerns itself with the replacement of textile raw materials - the natural fibres.

These have always played an extraordinarily important part in the life of mankind as in that of the various nations, since part from food they constitute the most important necessity, particularly of the population of the cold parts of the world.

Germany's supplies of textile raw materials are notable for the fact that with the exception of small and unimportant amounts produced at home, they had to be imported from abroad. Apart from the amount required for the import of food and fodder, the expenditures for the import of textile raw materials constitute the greatest single item.

The task which chemistry has undertaken with regard to fibres is a very difficult one, but it is to replace fibres which serve quite different purposes in nature and which have different chemical compositions.

(Page 4 of original)

Natural silk for instance serves as a cocoon to protect the pupa, wool to protect the sheep against cold, cotton adheres to the seed and serves for wind-dissemination. Only man has made the various fibres serve his purposes.

Therefore we first aimed at the nearest chemical substitute for cotton, which has the same chemical composition as cellulose. This is the main component of wood, which is available in large quantities from our German forests. Since the required auxiliary materials caustic soda, sulphuric acid and carbon disulphide are all produced within Germany, the conditions for the creation of such a fibre were as favorable as possible.

Soon it was possible to produce the first rayon staple. The introduction of the new fibre was not easy at first because the manufacturers of the natural products were very sceptical about the new product; in the first place because of the attitude that the natural product would be better in any case and then also because it was necessary to change a certain amount in the processing and to learn a different way. Therefore the introduction of the new product rayon staple only made very gradual progress. It was not until the National Socialist movement realized the tremendous importance of the synthetic fibres and started developing production with great force and fighting prejudice, that a fundamental change took place.

(Page 5 of original)

Within a very short time enormous plants for the production of rayon staple came into existence through the guidance and direction of the Government's measures. An entirely new industry was created and today the synthetic fibre industry together with the old rayon industry constitutes an important factor in German economy.

Although it is building up an experience which was already available, the rapid and enormous development of the rayon staple industry is a shining example and a sign of the dynamic power of the present-day Germany.

In rayon staple we created a product which replaces cotton and wool to a large extent and which in this way helps the German textile industry, and therefore the German people, to achieve independence from imports of textile raw materials.

CERTIFICATE OF TRANSLATION

I, DOROTHEA L. GALEWSKI, ETO NO. 34079, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. NI-13519.

DOROTHEA L. GALEWSKI
ETO NO. 34079

END

10/5-2

Dr. Ga/(illegible)

(handwritten) : Wolfen 31 Jan 1935

Cellulose

In spite of the existing ban on erecting new factories for cellulose an exception must be made for I.G. for the following reasons :

We apply a totally novel procedure which is owned by I.G. Even if we work in some parts of the installation applying an old procedure, we nevertheless use German wood, that is, beech-wood which up to then had not been used at all. The new installation is merely supposed to meet the demand for fibre-production not for artificial silk.

We do not compete with existing factories producing artificial silk, since we do not want to sell our product on the open market but only desire to produce to meet our requirements.

By our starting production we would not even today harm the interests of existing cellulose plants since we purchase cellulose almost exclusively from abroad.

The Reich Defense Ministry attaches the greatest importance to the existence of a cellulose-plant in Central Germany since all existing cellulose plants are situated at a disadvantage from a military point of view as for instance Mannheim, Kehlheim, Stettin, Koenigsberg, Tilsit, Ragnic, Gunnersdorf/ . Silesia.

We have recently encountered enormous difficulties in purchasing cellulose from Sweden and Norway because we are not supposed to obtain any additional foreign currency. This is the work of cellulose plant Waldhof and Glanzstoff which complains about having to use expensive cellulose. But we have to purchase from Sweden and Norway on account of our large shipments of chemicals to those countries.

(handwritten : slip for 10/2-3a
some notes in German shorthand.

(Page 2 of original)

Only now Dr. & Domejo. have promised us an order for chemicals amounting to 4 Million Marks making it a condition that we buy cellulose from them.

Seen by Dr. Ga.

CERTIFICATE OF TRANSLATION

I, John J. Boll, AGO No. A-444412 hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document No. NI-14104

John J. BOLL
U.S. Civilian
AGO No. A-444412

"END"

TRANSLATION OF EXCERPTS OF DOC. NI-14102
OFFICE OF U.S. CHIEF OF COUNSEL
FOR WAR CRIMES.

(Stamp):
Herrn Dr. Gajewski

Berlin 9 December 1935.

F i l e - n o t e

on the enlarged meeting of the Advisory Council
(Beirat) of the Economic Group Textile Industry
on 4 December 1935 in Berlin, Hotel Kaiserhof.

(Hagemann said):
Chemistry was to be thanked for its discovery (rayon).

(page 2 of original)

In the case of rayon it wasn't at all a question of a substitute product, nor that of a material for temporary use only, but of one that could be used continually. The quicker rayon was incorporated in the textile industry, the better it would be; one must recognize the need for time.

Then Herr Kehrl took the floor and spoke for 1½ hours.

The production of rayon offered no more difficulties today. In the future the question of prices would not make any more difficulties either. It was necessary to accommodate the production of rayon as quickly as possible. One could no longer wait for it to develop by the force of things. Industry should welcome the rayon program with gratitude. The manufacture of rayon was not intended exclusively for the event of war.

Kehrl then enlarged on the dislocation in world economy and discussed the efforts of agrarian countries to become industrial, and the currency manœuvres carried out by different states in order to escape the economic world crisis.

Kehrl then declared furthermore that each state must protect its industry. He pointed in particular to the situation which had arisen through the sanctions which had been inflicted on Italy. This must be a warning to us and induce us to make ourselves independent of foreign countries with respect to foodstuffs and raw materials. We had already gone quite a long way in arranging food-stuff supplies, and in those for gasoline as well, and now we had to endeavor to produce as many raw materials as possible for the textile industry in our own land. Imports depended on the proceeds of foreign currency.

Kehrl then spoke in detail of artificial silk and rayon. He emphasized the fact that the raw material wood had certainly been imported wholesale up to now

TRANSLATION OF EXCERPTS OF DGC.NI-14102
CONT'D.

for the production of artificial silk and rayon but for the enlarged production of rayon German beechwood would be used as raw material, whereas up to now it had only been used as fuel. In this way the raw material basis for artificial silk and rayon could be guaranteed.

The first step in the production of rayon was planned at 70 million kilograms, and a further increase in the production would follow automatically.

(page 3 of original)

The prevailing market difficulties with regard to rayon were not in any way a question of quality, but were aroused by the mass psychosis as regards substitutes and the partial madness that prevailed.

I.G. had been working longest of all at the production of rayon. The Kassel plant belonging to the Vereinigte Glanzstoffabriken A.G. (United Rayon Factories Ltd.) was being put into operation and would begin by manufacturing 8,000 kilograms per day at first. After 1 April of the next year the full capacity provided in the first production plan would be used. And then another plant would be set up in Schleswig, Bavaria, Saxony and Thuringia. The actual building of two or three of these plants would most probably be completed before the cold set in. The four enterprises were having two thirds of the outlay for the plants made available to them by the state. The four plants would start production in the middle of the next year.

The quality of the rayon was not now, but had been developed in the course of years. It was ready for industry now, when we needed it. Further improvements were to be expected. The progress of the last few years allowed one to hope that difficulties would be removed. Soon it would be on a par with natural fibres.

Many people put the question of price in the foreground. It did not matter what cotton cost if we could not buy it.

The price of rayon would be lowered as quickly as possible but not more quickly than possible. In the question of the lowering of prices it was not the material loss of stocks that was to decide the issue, but the general lowering of prices on principle.

There were no difficulties in the manufacture of rayon. The difficulties consisted merely in the introduction of rayon to the consumer.

The different possibilities of use had been studied first. Every faulty processing would bring set-backs.

In the field of wool directives would be issued for processing.

.....

TRANSLATION OF EXCERPTS OF DOC. NI-14102
CONT'D.

CERTIFICATE OF TRANSLATION.

I, DOROTHY E. PLUMMER, USFET 482, hereby certify that I
am thoroughly conversant with the English and German
languages and that the above is a true and correct
translation of Excerpts of Document No. NI- 14102.

1 March 1948

DOROTHY E. PLUMMER
USFET 482.

(E N D)

TRANSLATION OF EXCERPTS OF DOC. NI-14074
OFFICE OF U.S. CHIEF OF COUNSEL
FOR WAR CRIMES.

I.G. FARBENINDUSTRIE AKTIENGESELLSCHAFT
A g f a

| | | | |
|-----------|--------------|------------------|----------------------|
| Telegram: | Telephone: | Business Hours: | Accounts: |
| Agfascide | Exchange No. | Monday to Friday | Reichsbank current |
| Berlin | F 8 Ober- | 800-1700 hours | account Berlin. |
| | baum 0013 | | I.G. Farbenindustrie |
| | | | A.G. (Agfa). |
| | | | Postal check account |
| | | | 1241 Berlin. |

POSTAL ADDRESS

I.G. Farbenindustrie A.G.,
Berlin S.E. 36, Lohmühlenstr.

(Initial): G.

(Stamp):

Direktor Dr. G a j e w s k i

Dr. Gajewski
25 Jan. 1937.

W o l f e n .

| | | | |
|-----------|-----------|------------------|------------------|
| Your | Your | Our Reference | Berlin S.E. 36 |
| Reference | letter of | (to be quoted in | 23 January 1937. |
| | | replies) | |
| | | Rayon sales | |
| | | Kr. | |

Re: Continental Rubber-Plants A.G.

Dear Dr. Gajewski,

I am forwarding you herewith for the favor of your attention a copy of the brief memorandum I drew up on the conference which took place on the 18th instant in the office for German raw and synthetic materials.

With best wishes,

Yours faithfully

(signed): H. Dunst.

(Handwritten): Original with enclosure in 58/2
Copy without enclosure in 58/4.

1 Enclosure.

TRANSLATION OF EXCERPTS OF DOC. NI-14074
CONT'D.

(page 2 of original)

20 January 1937

(Stamp):

Secretariat Dr. Gajowski
Received 25 Jan. 1937
Answered:

F i l e - N o t e

of a conference held on 18 January 1937 in the
Office for German Raw- and Synthetic Materials,
Berlin W 8, Behrenstrasse 68.

Present:

From the Office for German
Raw- and Synthetic Materials

Herr Kehr
Herr Harnisch
Ulrich

From I.G.

Herr Dr. Kleins
Dr. Esselmann
Dunst

From the Continental

Herr Dr. Weber.

Re: Supplying of the Continental Rubber Plants A.G.
Hannover, with rayon for the inner layers of car-tires.

Dr. Kleins and Dr. Weber report briefly on what
has happened up to now, that is, on the experiments
which have been carried out jointly, whereupon the
Conti representative calls attention to the fact that
the experiments with our Wolfen rayon have produced
especially favorable results, so that one can proceed
to a more extensive use of rayon for the tissues of
car tires. Thereupon the question is raised by Herr
Kehr and Harnisch, as to how much time would be
needed by I.G. in case of war to switch over to the
production of this special silk. Dr. Kleins remarks
that the switching-over of an entire plant, as for
example, Pannitz, which produces 7,000 kgs per day,
would take approximately 1 year. Precise details could
only be given, however, after a thorough discussion with
the plant-managers and engineers. The representatives
from the office for raw-materials ask for closer infor-
mation to be given by return

- 1.) in how much time such a switch-over could be
carried out;
- 2.) what kind of materials are needed for it and
- 3.) what this switch-over would cost.

(Handwritten): See also file-note of Office for German
Raw and Synthetic Materials, dated 18
January/ received as per letter dated
22 January.

(page 4 of original)

.....
Incidentally Herr Kehrl raises the question whether we have not already made experiments to produce a rayon which could be used as a substitute for parachute silk. Dr. Kleins volunteers the information that in recent years we have carried out various experiments with the Air Ministry, and that according to the information received a few days ago the last experiments were made with a rayon silk rather like the silk for Conti and proved to be extremely favorable. Herr Kehrl asks for more details about these experiments.

D/Er.

.....

(page 7 of original)

- 4 -
EXCERPTS OF
TRANSLATION OF DOCUMENT NO. NI-14074
OFFICE OF U.S. CHIEF OF COUNSEL
FOR WAR CRIMES.

Minister President Lieutenant General Goering
Plenipotentiary for the Four Year Plan
Office for German Raw and Synthetic
Products

Diary No. 4147 137, IV, 4
This number must be quoted in replies.

Ref.:
Re:

Berlin, 22 January 1937
Behrenstr. 58/70
Telephone: A 2 Flora 0048
Eb/Za.
(Stamp):

Secretariat Dr. Gajewski
Received 26 Jan. 1937
(handwritten):
1 February 1937 from
management (Dr. Kl/ch.)
41791a.

To the Management of the Film Factory
W o l f e n ,

W o l f e n near Bitterfeld.

Enclosed I am forwarding the minutes of the
meeting which took place in my office on the possibility
of using and producing rayon-cord.

At the same time I beg you to send me replies
as soon as possible to the following list of questions:

- 1.) What length of time is needed to make
preparations for the switching-over of plants
to the production of rayon cord?
- 2.) When the preparations are completed and the extra
equipment and apparatus have been procured how
much time will be required for the switch-over?
- 3.) What machines and apparatus are necessary for
the switch-over?
- 4.) What expense will be involved in:
a) preparations for the switch-over including
the procurement of all necessary apparatus
and machines,
b) the switch-over itself?
- 5.) What I.G. plant is to be considered for such a
switch-over and what capacity has it?

(handwritten remarks)

3 copies made 26 Jan. 37

1 copy to Dr. Kleins signed
26 Jan 1937

1 copy to Direktor Otto signed
through Dr. Kleins 26 Jan 1937

1 copy for service purposes through
Dr. Kleins 26 Jan 1937

(handwritten):

see opinion Direktor Otto of 28/1/37
(41705)

1 enclosure :

By order:
Handwritten initials
Colonel of the General Staff
and chief of office.

TRANSLATION OF EXCERPTS OF DOC. NI-14074
CONT'D.

(page 13 of original)

WILHELM OTTO
Vorstand member of the
I.G. Farbenindustrie A.G.

Berlin SE 36, 28 January 1937.
Lohmühlenstr. 63-67
Telephone: F 8 Oberbaum 0013.

(Stamp):
Secretariat Dr. Gajewski
Received 29 January 1937
Answered:

(handwritten initial) : G

Dr. GAJEWSKI,
Film Factory Wolfen

Wolfen, district Bitterfeld.

Dear Dr. Gajewski,

Yesterday I went to see Dr. Krauch and talked to him about the contents of the letter which colonel LOEB wrote us.

The questions put in the letter must be answered. The answers, however, will only be needed in case of war, that is, there is no question of a plant like Premnitz or any other of our plants being switched over either now or later - except naturally in case of war.

The questions raised by our representatives and recorded in the minutes of the conference in the Office for German Raw- and Synthetic Materials on 18 January are in process of being answered and we shall receive the answer shortly. In the main it is a question of two things:

on the one hand: The construction of a new plant to take over 1000-1500 kilograms daily - this quantity to be used by the car tire factories

on the other hand: Exclusion of this quantity from the syndicate quota.

(Handwritten note): With kind regards and

F of 22 I (41610)

Heil Hitler!

Yours,

(Signature): O t t o .

TRANSLATION OF EXCERPTS OF DOG.NI-14074
CONT'D.

(page 16 of original)

Minister President Lieutenant General Goering
Plenipotentiary for the Four Year Plan
Office for German Raw and Synthetic Materials.

Diary No. 32538/33213/37,
IV.2-K/St. 1242/1275
To be quoted in replies.

Berlin 28 May 1937
Behrenstrasse 68-70
Telephone : 42 Flora 0048

(Handwritten initial): G

(Stamp): 44949

Ref : Your letter of 19 May

Re : Agreement with the Continental-Rubber

(Stamp): Secr. Dr. Gajewski
Rec'd: 31 May 1937
Answer: 31 May 1937
from management

To the
I.G. Farbenindustrie Aktiengesellschaft,
Film Factory Management,
Wolfen district Bitterfeld.

On reception of your letter of 19 May I immediately contacted the Continental Rubber Werke A.G. which had already promised me at the beginning of May to confirm your letter of 29 April by return.

It now informs me that a confirmation was sent you on 24 May, so that there should not be anything in the way now of the discussion which is desired. I therefore request you, as stated in my letter of 11 May, to get into contact with the above company in order to fix a date.

May I point out at the same time that the letter of 19 May which is mentioned and which was sent by the management of your firm is in complete contrast to a letter of 19 May, also from the film factory in Wolfen, a copy of which I enclose.

Heil Hitler!
By order:
signed: illegible.

Enclosure : 1.

(Page 17 of original)

(Handwritten) : to 58/2
18/V.37 -

C O P Y

I.G. Farbenindustrie Aktiengesellschaft, Film Factory
D 73 58V 32 22

Registered

Minister President Lieutenant General Goering (stamp):
Plenipotentiary for the Four Year Plan 44949
Office for German Raw and Synthetic Materials. (stamp):
illegible

B e r l i n W3
Behrenstrasse 68/70

Our Reference Wolfen, district Bitterfeld
Dr. Mey./Fa 19 May 1937

Re : Request for the granting of an index number for the
extension of the rayon factory of the I.G. Farben
Aktiengesellschaft, Plant Bobingen near Augsburg.

The production of cord-silk for car tires (army purposes)
is to be started as soon as possible in the Wolfen plant
of the I.G. Farbenindustrie Aktiengesellschaft to the
extent of 1,500 kilograms per day. At the same time, at the
wish of the competent agencies, there is to be an increase
of the entire rayon production for purely textile purposes,
this falling off in the Wolfen production of rayon is to
be balanced at least by an increase in the rayon manu-
facture of the plant in Bobingen. For this reason the
Bobingen production is to be expanded by a daily output
of 1,500 kilograms of rayon. For this purpose it is
necessary to set up a new building 60 x 60 meters with
the adjacent buildings belonging to it and to procure
the necessary machinery for rayon production.

We therefore request the granting of an index number
for the extension of the Bobingen rayon production by
1,500 kilograms per day and we forward you herewith
enclosed the two questionnaires

Form I) Iron and steel
Form II) Non-iron metals.

Heil Hitler !

I.G. Farbenindustrie Aktiengesellschaft

signed : two signatures.

signed : Rless signed : pp Hissbach

TRANSLATION OF EXCERPTS OF DOC.NI-14074
Cont'd

(Page 23 of original)

The Head of the Reich Office
for Economic Development.

58/2

Berlin W 8
Behrenstrasse 68/70
Telephone 1200 48

10 March 1938

Diary No. 000071/38
Dept. A 10 File : 1703-f/we (Handwritten note
illegible)

(Handwritten initial): G

(stamp) : Secr. : Dr. Gajewski
Rec'd: 11 March 1938
Ans: :

Re : Expansion of your cord-silk production.

Firm
I.G. Farbenindustrie Aktiengesellschaft
Film Factory/Management
W o l f e n (District Bitterfeld)

(Trans.note : Handwritten) :
Original letter see under 47/2 - 1c
1 copy " " 47/2 - 1c
1 copy " " 58/2
1 copy " " in folder 'duplicate'

In reply to your letter of 16 February 1938 and with
reference to the conference held with your director Dr.
Gajewski I hereby confirm my agreement to the setting up
of a rayon production for car tire cord in your plant at
Wolfen to the extent of 3,200 kilograms per day.

In this connection I refer to your F/0f (handwritten)
19 June 1937 (?) [9 May 1937 crossed out] in which you
ask for permission to increase the production in your plant
in Bobingen by 1500 kilograms per day, so that you may be
in a position to have a corresponding amount released in
Wolfen for cord silk. This application was granted in my
letter * of 14 July 1937. Your cord-silk production in
Wolfen will now be increased by a further 1700 kilograms
per day, that is, it will be brought to a total of 3200
kilograms per day.

This authorization is bound up with the following
injunctions :

1) the authorization granted you in my F letter of 30
December 1937 for the increase

(Trans.note : handwritten notes) :
* excerpt under 47/2 - 1c
(original to Dr. Kleine and Herr Riess signed 16 July 1937)

F see under 47/2 - 1c F # 50502
--see-under-58/2- (see under 47/2-1c)
original not in our files

- 9 -

TRANSLATION OF EXCERPTS OF DOC. NI-14074
Cont'd

(Page 24 of original)

of the rayon production for car tire cord in your plant at Rottweil by 1700 kilograms per day is hereby withdrawn.

2) Each further increase of your production of rayon for car tire cord requires my express consent in writing.

Further, you will inform me to what extent the plant which has just been set up can be used to produce silk for civilian needs.

You are authorized to carry out your new building plans in Wolfen under the quota-number

M. G. X. E. 36/38

Your total requirements in iron for the expansion in Wolfen amount to approximately 1700 tons of crude steel. As you were authorized and allocated 700 tons for Rottweil and these have already been used for Wolfen, there still remain 1000 tons of your requirements in crude steel to be covered. This quantity will be assigned you from July 1938 on after the distribution for the second quarter. Furthermore these conditions and injunctions are hereby applicable which were given you in my letter of 8 January 1938 when the quota for M.G.X.E. 36/38 was published.

By order

signed : Hans Kehrl

☞ = # 50717 (see under 47/2 - 1c)

CERTIFICATE OF TRANSLATION

I, Dorothy PLUMMER, UFSST 482, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document No. NI-14074.

Dorothy PLUMMER
Civilian
UFSST 482

TRANSLATION OF EXEMPTS FROM DOCUMENT No. NI-13529
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

IG FARBENINDUSTRIE AKTIENGESELLSCHAFT, WOLFFEN
Film Factory

Management

19 December 1938.
Dr. Mey/Sa

(Trans.note: stamp:
Secretariat Dr. Gajewski
In: 23 Dec 1938
Reply:

59497)

To the
Economic Group Chemical Industry
Attention Dr. Ungewitter,

B e r l i n M35
Sigismundstr. 6

Re: Report on industrial situation.
Your letter of 13 December 1938, Ref. Dr. D/Sch-L.,
Daily ledger no. Allg/86351 (trans.note: handwritten note: to Dr. Gajewski.)

Dear Dr. Ungewitter,

In reply to your letter of 13 December we wish to inform you that our expansion program within the scope of the 4 Year Plan for the products as below has taken the following form:

| | 1933 | 1938 | 1939 |
|---|-------|--------|---------|
| Total production of IG Farbenindustrie AG | tons | tons | tons |
| Rayon | 7 060 | 14 080 | 16 640 |
| Rayon staple | 1 148 | 46 300 | 52 870 |
| Cellulose | - | 30 425 | 44 400. |

The investments of capital for these three branches totalled 110 million RM in the years 1935-1939, to which 26 million RM which is still outstanding for 1939 has yet to be added.

In this connection it should be pointed out that the increase in the production of the listed products of necessity requires an increase in the production of preliminary products, the most important of which are NaOH, sulphuric acid and carbon disulphide.

(Trans.note: handwritten note: original was sent off by Dr. Gajewski
(initial) Si (for Silcher!)

CARBON COPY

(page 2 of original)

IG FARBENINDUSTRIE AKTIENGESELLSCHAFT, WOLFFEN.
Film factory, 19 Dec 1938.

Page 2

For the increased production of these raw materials for the IG Farbenindustrie part alone in the increase of the production of rayon, rayon staple and

cellulose between 1932 and 1939 a capital expenditure of approx. 32 million RM was required. The amount which was actually used is however considerably greater in view of the tremendous growth of these branches of production in the Third Reich, since IG is one of the suppliers of raw materials.

Heil Hitler!
I.G. Farbenindustrie Aktiengesellschaft

(handwritten) signed Gajewski signed Roese.

copy to Secretariat Dr. Gajewski.

CARBON COPY

(page 3 of original)

ECONOMIC GROUP CHEMICAL INDUSTRY

By express delivery.

BERLIN W 35, 13 December 1938
Sigismundstr. 6
Telephone: Switchboard 22 75 61
Telegrams: "Alchimie"

To
Director Dr. Gajewski
IG Farbenindustrie A.G.
Film Factory

W o l f e n, Kreis Rittorf.

Your ref. Your letter of

Our ref. Dr. D/Sch-L
Daily ledger no: Allg/86351
Please quote ref. and daily ledger no. in
reply.

(Trans. notes: various illegible handwritten notes)

Re: Report on industrial situation.

(Trans. Notes: handwritten
No 59269a
stamp: Secretariat Dr.
Gajewski
in: 13 Dec 1938
answered: 19 Dec

illegible handwritten notes)

Dear Dr. Gajewski,

The Reich Group has asked us to obtain the information as per
enclosure as soon as possible; it is for the report Herr Zangen will give
General Field Marshal Goering.

.....
Heil Hitler!
Economic Group Chemical Industry
The Business Manager

(signature) Ungewitter
.....

CERTIFICATE OF TRANSLATION

I, DOROTHEA L. GALEWSKI, hereby certify that I am thoroughly conversant with
the English and German languages; and that the above is a true and correct
translation of excerpts from document No. WL-13529

DOROTHEA L. GALEWSKI,
ETO 34079.

E N D

I.G. FARBEINDUSTRIE AKTIENGESELLSCHAFT, WOLFFEN
Film Plant

Dr. Hl./Br.

16 June 1937

To the
Army High Command
Berlin W 35

(Rubber stamp)
Secr. : Dr. Gajewski
Rec'd : 17 June 1937
answ. :

Subject : Your letter of 7 June 1937
File No. 70 g 10 wa Frw 6 (IV) Conference.

With reference to the conference between our Dipl. Ing. Jehle and your Dipl. Ing. Exner and Reg. Rat Dr. Ing. Hagemann we herewith inform you of the following concerning the cord matter :

Some time ago we got various tire factories to experiment with the production of cord from cellulose and artificial silk and we sent cord samples to these firms. At the time, (1934) the firms, although interested in our material, were not willing to make the tire experiments. Only Conti of Hannover developed it.

From this co-operation gradually arose a sort of works community which contributed very much to the development of the problem.

As a result of the extremely favorable experience gained by Conti with our cord silk this firm requested large quantities of our cord silk exceeding the experimental scope. Since for this purpose new special machines have to be set up by us, we demanded a purchase guaranty of Conti in a conference before the Office of German Raw Materials and Plastics. This purchase guaranty was given to the amount of 500 tons per year, so that we issued orders for the construction of the new plant.

C o p y

(Page 2 of original)

I.G. FARBEINDUSTRIE AKTIENGESELLSCHAFT, WOLFFEN
Film Plant

In principle, we are prepared to deliver small experimental quantities to other tire factories. Since our present experimental production and our future production has been promised to Conti-Hannover, any shipments can only be made with the agreement of Conti.

Should we be asked for military reasons to ship experimental quantities of cord silk to other rubber plants, it would be best if you contacted Conti directly.

Since several other rubber plants have meanwhile requested shipments of experimental quantities, we on our part shall also inform Conti and suggest a joint conference, if necessary.

Heil Hitler!

I.G. Farbenindustrie Aktiengesellschaft

(Trans.note:handwritten):

Copy to : Conti Hannover

Copy to : Dir. Otto and Wunsch, Su

(Rubber stamp) : sig. Gajewski sig. Kleine

C o p y

CERTIFICATE OF TRANSLATION

I, John J. ROLL, AGO No. A-44412 hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document No. HI-14075.

John J. ROLL
U.S. Civilian
AGO No. A-44412

TRANSLATION OF DOCUMENT NO. NI- 15066
OFFICE OF U.S. CHIEF OF COUNSEL
FOR WAR CRIMES.

I.G. FARBEINDUSTRIE ANTIENGESELLSCHAFT, FRANKFURT (MAIN) 20

(Handwritten remark):
Dr. Weiss
Copy for Vienna.
(one word illegible).

Direktor A.O. Moos von Seiller
c/o Anilinchemie A.G.,

Vienna III
Heumarkt 10.

Management Dept. Chemicals
Dr. H/ZM. 10 March 1937.

Dear Mr. Moos von Seiller:

Please accept our thanks for your letter of 26 February concerning discussion with Director General Pollak. Mr. Pollak's ideas are quite new. It is interesting to learn that the gentlemen do not consider to sell the stock majority of Pulverfabrik Skoda-Wetzlar to either the one or the other group unless an over-all solution can be reached in the sense indicated in your letter. Certainly some points are yet to be clarified until the ideas of the Skoda-Wetzlar people come out so clearly that we, in our turn, can take a decision on principle. This question is certainly worth of a mature examination and consideration. It is comprehensible that Dir. General Pollak would like to negotiate directly with the authoritative gentlemen of the Vorstand, and it may be known to you that Mr. Haeffliger wrote to Director General Pollak as early as last week that he, of course, is at his disposal at any time for a personal interview.

(Initials):
M.

(page 2 of original) (Initials):illegible.

Your letter just arrived before the departure of Mr. Haeffliger for USA, and the gentleman whose signature appears on the left hand, could briefly discuss it with Mr. Haeffliger. Mr. Jober-Andreas is also out of reach right now, and will not return before the end of the month. Since the question is by far too important for any hasty action, no delay will result therefrom, and, upon return of the gentlemen, we shall immediately bring up this subject for discussion. In any case, we would appreciate your maintaining contact.

(Initials):
M.

Very truly yours,

I.G. FARBEINDUSTRIE ANTIENGESELLSCHAFT
(signed) ppa. Dr. Weiss (signed) i.V. Schulze.

Dr. H/ZM

(Handwritten remark):
Copy to Herr H-A.
Copy Secretariat I, Berlin.

TRANSLATION OF DOCUMENT NO. NI- 15066

CONT'D.

CERTIFICATE OF TRANSLATION.

I, ELVIRA RAPHAEL, AGO B 397972, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document No. NI -

31 March 1948

ELVIRA RAPHAEL
B 397972.

TRANSLATION OF DOCUMENT NO. NI- 14746
OFFICE OF U.S. CHIEF OF COUNSEL
FOR WAR CRIMES.

(In handwriting): Chema.

I.G. FARBENINDUSTRIE AKTIENGESSELLSCHAFT, FRANKFURT (MAIN) 20
Sales Combina. Chemicals

(In handwriting):
Strictly confidential.

Our reference: Date
Management Department 12 June 1937.
Chemicals.
Hm.

Director Haeffliger

Excerpt from record of director Weber-Andreas on
his Vienna trip of 29 May 1937.

Preliminary discussion with Dr. Krueger and Schiller.
Krueger informs me of Herr Philipp's suggestion which
culminates in a certain centralization of the sale of
Skoda-Wetzler and DAG products. We state the reasons we
have which make the suggestion seem worth while our taking
up. At Herr Philipp's wish I shall express these ideas
at the meeting and as an example of a further intensifying
of general relations shall quote the Kali-Chemie agreement,
the basic structure of which I explained to Dr. Krueger.

The chief point continues to be the necessity for us to
use the opportunity we are offered of effecting a long-
term stabilization of our interests in Austria before the
old guard has gone, so that we do not suddenly experience
a surprise when enterprises are taken over by more active
forces. We discuss briefly the amount of severance pay
for W.R.; I do not believe that Dr. Krueger will be able
to manage with the sum he suggested.

It is obvious, of course, that if we allow Skoda-Wetzler
and Nobel a participation of 1/3 each in the capital of
the Anilinchemie and guarantee them a 6% interest - which
it is intended to do - even if the new partners have their
seats in the Aufsichtsrat they will not be allowed to
have any insight into current business.

We then go to Herr Pollak, who has a set-up in very fine
offices in the first district. See Andreas report.
Dr. Krueger and I take the result of the conference to
Herr Philipp.

(Initials): illegible.

(page 2 of original)

Herr Philipp pretends to be very much surprised at our con-
ference with Herr Pollak and turns down completely all idea
of a community of interests as, indeed, of any fusion
at all; he says there is no analogy between the chemical
industry in Austria and in Germany. He is of the opinion
that Herr Pollak considered his inclusion as a partner in

TRANSLATION OF DOCUMENT NO. NI- 14746
CONT'D.

the Anilinchemie more as a compliment and was not thinking at all on his side of attaching any conditions to it. The conversation was not very pleasant, especially as Herr Philipp reproached me unjustly with having come only to demand the sale of his products from electrolysis for the Anilinchemie. I could not explain to myself at all Herr Philipp's train of thought as the object of our discussion with Herr Philipp was of an entirely different nature and I was not prepared at all for a discussion about the sale of the Nobel products. - The conversation had to be broken off early, as I had to catch the plane for Berlin.

(Initials): Ohliger.

CERTIFICATE OF TRANSLATION.

I, DOROTHY E. PLUMMER, USFET 482, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document No. NI - 14746.

24 March 1948

DOROTHY E. PLUMMER
USFET 482.

TRANSLATION OF EXCERPT OF DOC. NI-14745
OFFICE OF U.S. CHIEF OF COUNSEL
FOR WAR CRIMES.

(Handwritten remark): Chem

I.G. FARBENINDUSTRIE AKTIENGESellschaft, FRANKFURT(MAIN) 20
Sales Combine Chemicals

| Our Reference | Date |
|------------------------------------|--------------|
| Management department chemicals | 23 July 1937 |

Excerpt from minutes of the conference between
Director Weber-Andreas and Dr. Gierlichs,
Herr Schiller and Dr. von Pongratz in Milan on
20 July 1937.

Dr. Gierlichs, Herr Schiller and Dr. von Pongratz arrive
at 10 o'clock. We agree that the pool-agreement must
be made:

- 1) as a preliminary step to a further development
in our relations with Skoda-Wetzler and
Nobel and to the relations between these two firms
- 2) in order to make the financial adjustment with
W.R. easier for us.

At 11 o'clock we receive Herr Roth. Neither the latter
nor Herr Knefliger see any grounds for hesitation in
Skoda-Wetzler's joining the Anilinchemie as actual share-
holder. At all events the advantages would by far
outweigh the disadvantages. Naturally it would be better
if the pool agreement and the Austrian I.G. could be
formed simultaneously, but time presses. Decision: the
pool-agreement will be redrafted by Herr Schiller and
Dr. Mayer-Mogelin and submitted to the Chemicals Committee
on 22 July. In September Geheimrat Bosch, accompanied
by Dr. Hess, Generaldirektor Philipp and Dr. Gattineau,
will set out on a trip to south eastern Europe for purposes
of investigation. It would therefore be advisable to
instruct Herr Bosch before he leaves as to our Austrian
plans and also about the attitude of Herr von Pongratz
as sales-agent in Vienna.

At the end of September and beginning of October von
Pongratz is to set out on a tour of the agencies in
south eastern Europe together with Herr Roth for purposes
of information. I will ask Herr von Heider to take part
in the trip, too. Dr. Gierlichs and Herr Schiller agree
to draw up a report of our conference.

(Initials): Ohliger.

TRANSLATION OF EXCERPT OF DOC. NI-14745
CONT'D.

CERTIFICATE OF TRANSLATION.

I, DOROTHY E. PLUMMER, USFET 482, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of excerpt of Document No. NI - 14745.

24 March 1948

DOROTHY E. PLUMMER
USFET 482.

Draft No. 3

23 July 1937

Pool - Agreement Austria
=====

The firms

- 1) Dynamit Nobel, Bratislava
at the same time acting for:
Carbid-Werk Deutsch-Matrei A.G., Vienna,
Oesterreichische Dynamit Nobel A.G., Vienna,
Bosnische Elektrizitätswerke A.G., Jajce,
-hereinafter referred to as the
D.A.G. for short -
- 2) Pulverfabrik Skoda Werke Wetzlar A.G., Vienna
at the same time acting for:
Chemische Fabrik Wagenmann, Seybel & Co. A.G.,
Vienna
-hereinafter referred to as the SMW
for short -
- 3) I.G. Farbenindustrie Aktiengesellschaft,
Frankfurt /Main,
-hereinafter referred to as the I.G.
for short -

have concluded retail or commission agreements with the
Anilinchemie A.G., Vienna, Am Heumarkt 10, for the sale
of a series of products, mainly chemicals.

The stock-capital of the Anilinchemie A.G. amounts
to 300,000 Austrian schillings, and is divided up amongst
the Deutsch-Matrei, Skodawerke Wetzlar and the Inter-
nationale Gesellschaft fuer Chemische Unternehmungen A.G.,
Basel (I.G. Chemie) to the extent of 100,000 Austrian
schillings each.

With regard to their common sales-interests vis
à vis the Anilinchemie, the above-named firms make the fol-
lowing agreement:

(page 2 of original)

- 1) Deutsch-Matrei and Skodawerke Wetzlar undertake
not to sell their block of shares in the Anilinchemie A.G.
to any third parties throughout the duration of the above-
mentioned retail or commission agreements with the
Anilinchemie A.G. or of any new agreements which, with the
concurrence of the contracting parties, have taken their
place.

I.G. undertakes to see that the same obligation
is adhered to by I.G. Chemie, Basel, as long as the existing
commission-agreement still in effect between I.G. and

TRANSLATION OF DOCUMENT NO. NY- 15065
CONT'D.

Anilinchemie A.G. or any new agreement which has been concluded with the concurrence of the contracting parties.

Should one or more of these commission or retail-agreements come to an end and no new agreement take the place of the one that has expired, the partner to the agreement who is concerned shall acquire the liberty to re-sell his stock on the condition that the stock be offered first of all to the two other partners to the agreement to the extent of one half each, or, if one should withdraw, to the third partner in its entirety.

Furthermore, in this event, the partner to the agreement who is concerned is obligated, should the two other partners to the agreement so request, to surrender his stock to them to the extent of one half each, or, if the request be made only by one of the two partners to the agreement, to the latter in its entirety.

The purchase price of the stock shall correspond in each case to the nominal value.

- 2) In their capacity as stock-holders/I.G. as the agent of the stockholder I.G. Chemie, Basel, the partners to the agreement agree that the Verwaltungsrat of the Anilinchemie A.G. shall be composed of four persons, of whom D.A.G. and S.W. shall be entitled to nominate one member and I.G. Chemie two members; furthermore, that a member of the Verwaltungsrat shall always be delegated to the business management and namely from the group nominated by I.G. Chemie.

(page 3 of original)

- 3) The retail and/or commission agreements concluded with the Anilinchemie A.G. by the three partners to the agreement and/or their corporations respectively, are attached to the present agreement.

Any modification of the present commission-agreement to the disadvantage of the Anilinchemie A.G. shall require previous mutual agreement, in particular when it is a question of eliminating one of the products which has been sold by the Anilinchemie heretofore, and of lowering the rate of commission.

The partners to the agreement agree that the adjusting of the rates of commission in the above-mentioned retail and/or commission agreements must be effected on the basis that according to the provision of a careful business man a 6% dividend seems guaranteed. Should the Anilinchemie A.G., nevertheless, for some reason not be in the situation to distribute a 6% dividend in one year, I.G. obligates itself, vis à vis DAG and S.W., to put the Anilinchemie A.G. in a situation to pay a 6% dividend.

TRANSLATION OF DOCUMENT NO. NI- 15065
CONT'D.

The partners to the contract furthermore agree that the settlements contained in the present agreement shall not in any way restrict the independence of sales policy of all three participants with respect to the products sold for them through the Anilinchenie A.G.

- 4) The physical limits within which the present agreement is applicable as well as the actual details thereof are set forth in the enclosed retail and commission-agreements.

In the event that within the territory covered by the agreement one of the partners to the agreement should take up the production or sale of a product which is already sold by the Anilinchenie A.G., he shall be obligated to transfer the sale thereof to the Anilinchenie A.G.

Over and beyond this the partners to the agreement undertake to make a survey of what further products - which they have sold directly hitherto or through other sales organizations - can have their sales transferred to the Anilinchenie A.G. for the entire territory specified in the agreement. The partners to the agreement

(page 4 of original)

agree that they will all aim at the greatest possible expansion of the business volume of the Anilinchenie A.G.

- 5) The present agreement shall begin upon its ratification by all the partners thereto, and shall be valid until 31 December 1940. It shall be extended automatically for a period of three years at a time, unless it is denounced one year before expiration.

The present agreement shall be applicable in every case as long as the enclosed retail or commission-agreements are effective, either in their present form or in a modified form agreed upon by the partners to the agreement. Should one of the retail or commission agreements expire before the expiration of the present agreement, the partner to the agreement who is concerned, as long as he owns stock in the Anilinchenie A.G., shall be bound by the provisions of the preceding articles 1 and 2; upon the transfer of his stock to one or both of the other partners to the agreement he shall withdraw completely from the present agreement, whilst the remaining partners to the agreement shall continue to uphold the agreement amongst themselves without change, unless they take some other decision.

- 4 -

TRANSLATION OF DOCUMENT NO. NI- 15065
CONT'D.

- 6) Any disputes over the existence or interpretation of the present contract shall be decided outside of normal legal channels by a court of arbitration. An arbitrator shall be appointed by the plaintiff and shall request the latter or the defendants to nominate a second arbitrator within a period of 14 days. The adjudicator, who must be capable of holding the office of a judge, shall be appointed at the request of the plaintiff by the president of the supreme Austrian commercial court, who shall also appoint the second arbitrator in the event that the accused party delays in making his nomination. The court of arbitration shall hold its sessions in Vienna; its procedure shall be conducted according to the Austrian rules of the supreme court.

(page 5 of original)

All the arbitrators must be neutral persons. The orientation of arbitrators shall take place exclusively by means of written provisions or through verbal conferences, whilst every contacting of one party without the inclusion of the other party is inadmissible.

CERTIFICATE OF TRANSLATION.

I, DOROTHY E. PLUMMER, USFET 482, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document No. NI -

25 March 1948

DOROTHY E. PLUMMER
USFET 482.

- 4 -
(E N D)

40

MEMORANDUM

The discussions held on Friday and Saturday 29th and 30th November 1940 were, as agreed by General Consul Mann and Mr. Guisard, intended to lead to signature on Tuesday 3rd December, on the basis of the definite agreements made in the oral discussions mentioned at the beginning. The list of products was the only point left to be discussed in detail later. An agreement in principle, based on the past, had already been arrived at on Saturday 30th November 1940, with regard to the signing of the agreement.

The conversation between Messrs. Bo and Barrat on the one hand and Grobel, Schmitz, on the other, on 2nd December 1940 immediately showed the existence of differences on fundamental points of the oral agreements which had been established in principle and accepted by Rhone-Poulenc. Messrs. Bo and Barrat attempted to alter the fundamental basis of the agreement, which Farbon views as compensation for past events, and to change it to an ordinary reciprocal agreement. This was rejected.

- 1) The points which Messrs. Bo and Barrat were no longer prepared to recognize in the text accepted on Saturday were the following:

ASPIRIN/RHODINE: The differentiation now suggested in the percentages (10% for Aspirin only and 5% for Rhodine) is in contradiction to the agreements and is not justified by the facts.

QUININE/MALARIO: Rh.-P. fails to recognize the fact that QUININE is indubitably a German discovery.

MALARIA DRUGS: General Consul Mann fixed 10% for the malarial preparations mentioned; there is apparently some misunderstanding on the part of Rh.-P. regarding the 2.5%.

PRICES FOR FRANCE, COLONIES, PROTECTORATES AND MANDATED TERRITORIES:

Our demand for an increase in Rh.P.'s prices for the products mentioned is unconditional and, as already mentioned in the contract, Rh.P. must take the necessary steps with the authorities to have this done as quickly as possible.

(Page 2 of original)

EXPORT PRICES: It is an essential part of the treaty as a whole that export prices should be fixed at the same level and it is therefore absolutely necessary that this be done.

IMPLICATIONS: This is the point round which the whole agreement revolves and which is to serve as a guarantee of Rh.-P's future good faith to Bayer.

DURATION: Messrs. Bo and Barrell's intention of fixing a short term for the agreement runs counter to Saturday's agreements. If a definite date is indispensable from the legal point of view, our formula will be dropped and we shall replace it by the term of 99 years which was accepted on Saturday, to date from the day on which the agreement is signed.

APPROVAL OF THE AGREEMENT BY THE AUSSCHUSCHAT AND THE FRENCH GOVERNMENT:

This would cause considerable delay in signing the agreement, contrary to the decision made on Saturday that it should be signed at an early date. It also introduces a new element into the negotiations, which fact was not mentioned by Rh.-P. on Saturday.

Mr. Bo's statement that the details would have to be discussed with Mr. Grillet in Lyons before the agreement was signed is incomprehensible.

- 2) FURTHER DIFFERENCES OF OPINION - DISAGREEMENTS - in connection with which Farbon could only report the agreements reached last week to be modified in minor points are the following:

DUTY-FREE SALES:

For France, its colonies, protectorates and mandated territories, as far as the last-named levy no special customs duties on French goods, we

(Page 3-of original)

continue to insist that calculations based on gross profits, whereas for exports to other countries we admit the deduction of freight, customs and taxes.

RELATED PRODUCTS:

The refusal to include related products in the agreement is not in accordance with Saturday's oral agreements.

By related products we mean those into which certain groups which do not affect their therapeutic qualities have been introduced, producing chemical variants which for all practical purposes must be regarded as imitations.

TRANSLATION OF DOCUMENT NO. NI - 7652
OFFICE OF CHIEF OF COUNSEL FOR THE SALES
(continued)

SPECIALTY LIST: With regard to specialities, various objections were expressed in the course of the discussion which cannot be reconciled with the facts on which the agreement is based.

CHEMICALS: Farbon shares Rh.-P.'s views on these products and admits a list, based on the discussions held on Friday and Saturday, of the following products;
Acetaminosalol
Aceto-salicylic acid
Anidopyrazolin
Dioxyanidopyrazolin
Phenacetin
Phenylethylmalonylurea
Rhodine (aceto-salicylic acid)
Scurocaine

In principle we regard our version as the only possible basis for the agreement. In view of the situation after Monday's conference, Messrs.

(Page 4 of original)

Do not seem to consider that an agreement based on the earlier verbal assent would not be acceptable.

CERTIFICATE OF TRANSLATION

I, Hans A. M. Loebe, REF 34397, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the Document No. NI - 7652.

7 August 1947

Hans A. M. Loebe
REF 34397

TRANSLATION OF DOCUMENT NO. NI-7648
OFFICE OF CHIEF OF COUNSEL FOR WAR
CRIMES.

Received 15 January 1941

Air Mail

Fr. 24.

To "Bayer" I.G. Farbenindustrie Aktiengesellschaft
Directors' Secretariat, (Initial Engler
(Initial illegible)

Leverkusen I.G. Werk

Agreement with Rhone-Poulenc

We have pleasure in enclosing the following documents:

1. signed copy of the German contract.
2. two copies of the first page of the French contract, initialed.
3. covering letter from Rh.-P.

Please send back to us one copy of the first page of the French text, initialed by you.

We also enclose a letter from Herr F.B., dated 13th instant, which he handed to us today along with the enclosed documents.

Rh.-P.'s covering letter was the subject of a great deal of negotiation within the Rh.-P. board of directors. Herr F.B. informed us that the first version of this letter was much more bluntly worded. We assume that it will not cause any further difficulties in its present form.

We may now consider the agreement with Rh.-P. as concluded, as we hear that the assent of the French authorities may be taken for granted.

Our attitude to Augagneur now becomes a pressing problem. - For the time being we shall take the standpoint that nothing has changed. We should be glad, however, if you would let us know what is to be done with the 2000 kg. aspirin still remaining. We assume that you will discuss this with Rh.-P. as soon as you meet the gentlemen. Looking forward

44

TRANSLATION OF DOCUMENT NO. NI-7648
cont'd.

to receiving information from you at the earliest possible date.

"Mit deutschem Grusse,"

(signed) Brook (illegible)

CERTIFICATE OF TRANSLATION

I, Mona A.M. Macloed, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the Document No. NI-7648

5th August 1947

Mona A.M. Macloed
MEP 34387

TRANSLATION OF DOCUMENT No. NI-10643
OFFICE OF U.S. CHIEF OF COUNSEL FOR
WAR CRIMES

OFFICIAL STATEMENT

In the year one thousand, nine hundred and forty seven on the first of August, we, Charles GERTHOFFER, Deputy Prosecutor of the Republic at the Tribunal of the Seine, delegate of the Minister of Justice, assigned to the Office of the Chief of Counsel for War Crimes,

Summoned M. Albert Francois BUISSON, aged 66, 108 Avenue Henri-Martin, Paris, President of the Conseil d'Administration of the SOCIETE des USINES CHIMIQUES RHONE-POULENC, who, after having sworn to tell the truth and nothing but the truth, declared:

The investigations which have been ordered for the purpose of determining exactly in what circumstances the BAYER department of I.G. acquired a participation in Theraplix in 1942 would not be complete if we did not recall the German demands prior thereto. For this participation was only the third and last phase of a combined operation which I will try to retrace from memory in its broad lines.

1st Phase - Visit of M. FAURE-BEAULIEU. In October 1940 I.G. launched a double offensive on the one hand against the French dyestuff industry, and on the other hand against French pharmaceuticals. The main lines of this offensive, as we learned after the Liberation, had already been drawn up the very day after the occupation by the German Minister of National Economy.

In the same month, M. FAURE-BEAULIEU, in the course of the first visit he paid to us conveyed to the directors of our firm the numerous complaints which M. MANE had made

to him about us. You have no doubt seen this from the note of which M. BO gave you a copy.

M. MANN (M. FAURE-BEAULIEU said) did not conceal the fact that if the I.G. demands were not accepted the German government might take steps which would perhaps lead to spoliation.

The Board of Directors of Rhone-Poulenc (MM. GRILLET and BO) showed M. FAURE-BEAULIEU the foolishness of his complaints, and at the meetings which took place subsequently between M. MANN and the representatives of the SOCIETE, these proposals (for a 51% participation in RHONE-POULENC or SPECIA) were rejected.

This first contact was somewhat unpleasant as M. MANN made all reserves as to the inferences the German government would draw from our refusal.

(Signed) C. GERTHOFFER (Signed) A. BUISSON

(Page 2 of original)

On the other hand, he demanded reparations from us for the harm he claimed we had done to I.G. before the war both in the scientific and in the commercial field. We were obliged to effect such unlawful payment through the device of royalties on the sale of products a great number of which were no longer covered by patents since the latter had expired.

Right from the beginning of these interviews the French authorities had been warned. They considered that it was better to agree to the payment of royalties than to have the I.G. demands develop into a discussion between the two governments, as such procedure would have entailed much graver dangers for the Societe. This permanent contact

with the French authorities was maintained throughout all the subsequent discussions.

2nd Phase. - At the beginning of 1941 Bayer wrote that the payment of royalties had not resolved the question which both their Government and themselves considered the most important of all, that is to say, the "interlocking" of our two Sociétés.

In order to make things easier for us I.G. declared itself willing to be content with 25% of the capital of RHONE-POULENC to be acquired by means of an increase of such capital, and offered in exchange I.G. stock of an equal value at the current rate of exchange.

This was obviously a new manifestation of the interest the Germans took in a participation in the capital of RHONE-POULENC, as well as in a safeguarding of their interests against any future competition on the part of this firm.

Both the board of directors of RHONE-POULENC and that of SPECIA took pains to prevent this proposal bringing about an I.G. participation, and the discussions which ensued led only to a mere bilateral arrangement concerning the discovery of new remedies and the granting of possible subsequent licenses for their exploitation. All this left the independence of RHONE-POULENC and SPECIA intact, for such was the goal we never ceased to aim at.

3rd Phase - In May of the same year, a new offensive.

The Germans came back to the question of an "interlocking" of French and German business, as their government never ceased to exercise pressure along these lines and was waiting for a solution. They pointed out, and this with

reference to the old BAYER products, that it was their urgent desire to see these products sold in the future by a firm which would be related both to them and to us. The products were being sold at the time and had been sold for many years by the SOPL, a German firm

(Signed) C. GERTHOFFER (Signed) A. BUISSON

(Page 3 of original)

hiding behind a French name, which we all looked on as a French branch of the I.G. It is superfluous to add that neither RHONE-POULENC nor SPECIA had any connections with it.

As a matter of fact the Germans would have been willing to let SPECIA put these products on the market but only on the condition that they would be given a small participation (5 - 15%) in RHONE-POULENC.

Again we could not make up our minds to this solution which would have given the Germans a footing in our firm.

So that it was in these circumstances that we were led to consider a joint participation with the Germans in a corporation which would be given the task of putting the old BAYER products on the market.

We still had to make up our minds either to create a new corporation or to acquire an existing one, and we had to do our utmost in either case to obtain control.

If we created a new corporation we should run the risk of seeing its management entrusted to personnel whom we might not have control of. The same risk would be incurred in taking over any existing corporation.

We aimed at keeping the upper hand in the administration of this corporation and wished to be acquainted with its personnel so that we could be sure that no tendencies

would develop in it which might make a breach in the French policy we meant to adhere to.

That is why we thought of acquiring THERAPLIX.

This corporation was familiar to us for innumerable reasons and we had confidence in it.

It was not only a customer of Rhone-Poulenc, and held licenses for products which we had given it to put on the market, but it had the further advantage of having as its President and general manager my son-in-law, M. Maxim VAILLANT, a doctor of pharmacy. We knew the views of his personnel.

The very type of sales made by Theraplix corresponded to what we had planned for the new corporation.

For Theraplix is a corporation which is occupied exclusively with the sale of products which are already known. It has no creative activity, since it possesses

(Signed) C. GERTHOFFER (Signed) A. BUISSON

(Page 4 of original)

no scientific field, no subsidiary firm abroad and no stocks of any interest from a military point of view. It confines itself to the sale, in return for royalties, of products with trademarks belonging to the Societe "Solvay and Atomistique" and Rhone-Poulenc, and in addition it is a distributing agent in France for the pharmaceutical products of the STANDARD OIL CO. of New York.

In these conditions there was no danger of a German participation in the capital being of prejudice either to the economy of our country or to the needs of its defense.

Consequently, the request was made to M. Maxime

VAILLANT that in the interests of Rhone-Poulenc he should agree to give up to the latter all the stock he owned in Theraplix and which ensured his control of it.

We must stress the fact that because of the gravity of the situation M. VAILLANT gave his consent to a transfer which caused him to lose control of a family affair.

The question of a majority gave rise to discussion. The Germans demanded 51% of the capital and we on our side claimed the same.

We were in an impasse and we had the very definite feeling that we had to come to some agreement.

It was then that M. FAURE-BEAULIEU was asked to subscribe to 2% of the capital. I cannot remember after a lapse of 8 years from whom this proposal came, whether from I.G., from ourselves or from M. FAURE-BEAULIEU. But I can say that we received the suggestion with favor, for in this way 51% of the capital remained in French hands. Guarantees were given so that in the event of the disappearance of M. FAURE-BEAULIEU or even of the possible sale of stock during his lifetime, the situation should not thereby be modified. We managed to see that all the "administrateurs" were French, as well as the auditors and the personnel.

The Ministry of Finance (headed by M. COUVE DE MURVILLE) gave its consent to the arrangement.

That is, in brief, the history of the discussions which led progressively to the acquisition by I.G. of a minority participation in the capital of Theraplix, and which
*) Member of the Conseil d'Administration.

made it possible for us once again to keep the inheritance of RHONE-POULENC intact and to maintain our freedom in its management.

On Interrogation - I did not know M. FAURE-BEAULIEU until his intervention, and the message he brought on the occasion of his first visit could not help but put me on guard against him.

(Signed) C. GERTHOFFER (Signed) A. BUISSON

(Page 5 of original)

A refusal to meet him on my part might have gravely prejudiced the interests I was in charge of. So that I saw him and made an effort in our opening conversations to discover his game.

My suspicions of him were soon dissipated, however, as my colleagues informed me that in the course of the discussions they were having with the representatives of I.G. at which M. FAURE-BEAULIEU was usually present the latter constantly displayed French sentiments and did his best to help them carry out their difficult task.

On Interrogation - The personal fortune of M. FAURE-BEAULIEU is said to be immense. He estimates it himself at more than 100 millions and makes no mystery of the matter.

In these conditions it seems difficult to admit "a priori"; that his subscription to stock in Theraplix was not covered by his own means.

On Interrogation - M. GRILLET, who is now living in retirement in Annecy, is 76 years old and in a state of health which scarcely allows him to travel about.

Reads, persists, and signs.

Signed: C. GERTHOFFER Signed: A. BUISSON

TRANSLATION OF DOCUMENT No. NI-10543
----- (CONT'D) -----

CERTIFICATE OF TRANSLATION

I, DOROTHY E. PLUMMER, USFET 482, hereby certify
that I am thoroughly conversant with the English and French
languages and that the foregoing is a true and correct
translation of Document No. NI - 10543.

2 September 1947

DOROTHY E. PLUMMER
USFET 482.

- END -

52a

TRANSLATION OF EXCERPTS OF DOCUMENT No. NI-8146-A
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

(trans. note: cover sheet)

I.G. FARBEINDUSTRIE AKTIEGESELLSCHAFT, FRANKFURT (MAIN) 20

Frankfurt (Main), 29 August 1941

Strictly confidential

Direktor Dr. Baergin, Bitterfeld
Direktor Haefliger, Berlin-Helensee,
Direktor Mayer-Kuester, Berlin-Helensee,
Direktor Ziegler, Bitterfeld.

Re: Activity of the Hansa Leichtmetall and the Vereinigte Aluminium Werke (VAV - Associated Aluminum Works) in France and Croatia.

I am forwarding you herewith 2 file-notes with the information I have received on the development of the above affair in the Hansa Leichtmetall.

It struck me particularly that according to the wording of the drafts which were submitted to me the Hansa Leichtmetall and the Vereinigte Aluminium-Werke always appear as "the German aluminum industry". According to what plans for aluminum should still be carried out by the association Metallgesellschaft - I.G. Farbenindustrie it is to be decided whether it is to ask for a share in such skeleton agreements.

At the end of the note to the Croatian government which is mentioned in the second file-note it says that the directives which are laid down there are also to be a basis for further cooperation in the "light metal field". In reply to my question what was to be understood by this, I received the answer that Dr. Moschel was thinking both of the further processing and of the magnesium field. He had only chosen the general expression in order to avoid telling the Vereinigte Aluminium-Werke expressly what his intentions were, as he thought of carrying out those intentions without the Vereinigte Aluminium-Werke and together with I.G. as soon as they were ready for trial.

LEGAL DEPARTMENT CHEMICALS

(typed); signed Meyer-Wegelin.

Dr. M.-W/Epw

CERTIFICATE OF TRANSLATION

I, DOROTHY E. PRAGER, USFET #482, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of excerpts of Document No. NI-8146-A.

9 March 1946

DOROTHY E. PRAGER,
USFET #482.

(Page 2 of original)

Memorandum

Conference held in the office of Hansa-Leichtmetall A.G.
on 25 June 1941

- 1) Name of firm Nordische Aluminium Aktiengesellschaft changed to
Hansa-Leichtmetall A.G.

I asked Dr. Choinowski whether the Nordische Aluminium A.G. had changed its name to Hansa-Leichtmetall A.G. or whether the Hansa Leichtmetall A.G. had been established in addition to the Nordische Aluminium Aktiengesellschaft. Dr. Choinowski replied that it was only a question of a change in name, made in consideration of the fact that the Norwegian interests were united in the A.S. Nordag, which had in the meantime been established in Oslo, while the Berlin holding company would not be restricted either to aluminum or to a geographical location. For this reason they had chosen a general name which would enable them to operate in every way in the light metal field.

- 2) Dr. Koppenberg's powers.

In conjunction with Dr. Moschel, Dr. Choinowski asked me for an expert opinion on the extent of Dr. Koppenberg's powers, in view of the fact that VAW was making matters difficult for him in many countries. I was shown a document with the powers of attorney signed partly by Generalluftzeugmeister (Air Q.M.) Udet and partly by the Reich Marshal himself. I dictated a short opinion on the subject, but was unable to take a carbon copy with me. I remember the following:

On 8 May 1940 the Reich Marshal wrote to General von Hanneken of the Reich War Ministry (RWM) informing him that the Fuehrer had given orders for the Norwegian aluminum capacities to be reserved for the requirements of the Luftwaffe. In order to eliminate the possibility of a monopoly from the outset, he (the Reich Marshal) thought that it was inexpedient for VAW to have the leadership here again; the extent to which VAW was to be included was to be fixed instead by the Generalluftzeugmeister.

(Third Page of original)

On 18 May 1940 the Generalluftzeugmeister appointed Dr. Koppenberg Trustee of the existing Norwegian aluminum factories. This trusteeship was supplemented by suitable powers from the Reich Kommissar for occupied Norwegian territory, Terboven, for each of the six Norwegian aluminum factories separately. These powers are unrestricted.

In June 1940 the powers granted to Dr. Koppenberg for Norway were extended by a letter from Generalluftzeugmeister Udet in the following fields:

- a) Seizure and removal of all available aluminum stocks in Holland, Belgium and unoccupied France,

- b) Seizure of current production of aluminum in occupied France.
- c) Seizure of sources from which aluminum and magnesium can be obtained in unoccupied France and in Switzerland.

It is established in this connection that these powers also extend to the procurement of the necessary raw materials and auxiliaries and the processing of these into semi-finished products.

In June 1940, furthermore, the firm of Junkers was instructed to acquire the light metal stocks seized under the above power of attorney and to distribute them, also to procure in France, Germany, Italy, Switzerland, Hungary, etc., the raw materials necessary to increase production. This assignment given to Messrs. Junkers was transferred to Hanse-Leichtmetall A.G. in a letter dated 6 May 1941 -- to take effect as from 1 May 1941 -- and again confirmed to its full extent.

On 28 October 1940, Dr. Koppenberg made a detailed report to the Generalluftzeugmeister on the possibilities of doubling and -- if possible -- tripling the Norwegian aluminum production, particularly by erecting new factories and power plants in various localities for the production of aluminum.

(Fourth Page of original)

and in Sunda for the production of alumina in particular. This report was submitted to the Reich Marshal, who wrote on it the following comment:

"I approve these plans and expect them to be executed without delay. Goering".

Dr. Koppenberg thereupon received through the Reich Marshall himself on 12 November 1940 the following comprehensive assignment:

- a) the establishment of the company intended to execute the Norwegian plants, to be financed by HLM - LF.
- b) the quadruplication or quintuplication of production in Norway -- in the following stages of expansion: 50,000 -- 90,000 -- 120,000 -- 150,000 -- 180,000 tons annually. (Dr. Choinowski informed me that the plan for expanding production has in the meantime been raised to 24,000 tons annually.)
- c) the utilization of all existing possibilities of shortening the time required for erection.
- d) informing the Reich Marshal in cases where special measures for hastening the end in view are only possible with the Reich Marshal's intervention.
- e) supervision of the execution of plans and production, until released from his assignment.

On the basis of these powers, Dr. Koppenberg and his co-workers adopted far-reaching measures. Reasons of expediency brought about a deviation from the original plans in the production of alumina.

TRANSLATION OF EXCERPTS OF DOCUMENT
No. HL-8145 (Cont'd)

He decided to utilize the electric power available in Norway for the production of aluminum itself and to transfer part of the alumina production to other countries, for instance, France. His reason for doing this was to lower the cost of transporting the bauxite and to bring the production of alumina as near to the bauxite deposits as possible for the sake of economy. In connection with these plans, Dr. Koppenberg is meeting with resistance from VAW, which disputes

(Fifth Page of original)

his right to work in France and other countries which come into question for the purpose and discredits his authority with the French and Swiss partners of AAO.

On the basis of my examination of the documents I formed the conclusion that all his powers form a complete and indivisible whole and that in particular his powers for the procurement of raw materials in the countries of Holland, Belgium, France and Switzerland are expressly connected with the Norwegian plans, so that Dr. Koppenberg possesses the sole right to work here, too, to the exclusion of VAW (cf. the Reich Marshal's letter to General Hannecken dated 8 May 1940), unless VAW is expressly brought in by the Generalluftzeugmeister. As far as the procurement of raw materials is mentioned in the assignment given to Junkers, later Hansa-Leichtmetall A.G., also with regard to Germany, Italy, Hungary "etc.", it is impossible to establish the existence of any exclusive assignment from the documents laid before me.

According to information received from Dr. Moschal, Dr. Koppenberg's powers are supplemented, as far as Norway is concerned, by a power of attorney from the Reich Kommissar, according to which Dr. Koppenberg has a general power of attorney in Norway for the entire light metals sphere - i.e. including magnesium and aluminum.

As Dr. Choinowski informed me, Dr. Koppenberg is asking the Reich Air Ministry and the Reich War Ministry for a precise definition of his functions as opposed to VAW.

.....
(Sixth Page of original)
.....

(signed) MAYER-MECHLIN

30 June 1941
Dr. MW/Oh

CERTIFICATE OF TRANSLATION

I, MONA A.M. MAGLEOD, MEF. No. 38347, hereby certify that I am thoroughly conversant with the English and German languages, and that the above is a true and correct translation of Excerpts from Document No. HL-8145.

MONA A. M. MAGLEOD
MEF No. 38347

(E N D)

A F F I D A V I T

I, the undersigned, Jacques ALLIER, residing in Paris, 5, rue Joseph Bars, after having first been warned that I will be liable for punishment for making a false statement, state herewith under oath, of my own free will and without coercion, the following:

Since 1945 I have been President of the Conseil de Surveillance (Supervisory Board) of the Société Norvégienne de l'Azote (Norsk-Hydro), whose affairs I began to follow especially in 1923. In 1923, too, I entered the Banque de Paris et des Pays-Bas (hereinafter referred to as Paribas) where I am at present assistant manager. In 1941 I was deputy-manager of this bank. Since 1923 my superior has always been Mr. WIERATTE who was at first manager, then a member of the Conseil d'Administration (supervisory board) of the bank, and finally, after the liberation of France, with the approval of the French government, President of this Conseil d'Administration.

If I always kept up with the affairs of Norsk Hydro, it is first of all because Mr. WIERATTE was for a long time a member of the Conseil de Surveillance of this company and later because a member of the Conseil d'Administration, and then also because, as I have said, I myself was elected to the Conseil de Surveillance of the company.

I wish to make it clear that the Conseil d'Administration of Norsk-Hydro, of which Mr. WIERATTE is a member, and the Conseil de Surveillance, of which I am President, are two quite different organisms.

Norsk-Hydro was promoted in 1905 by different groups, and, in particular, by a French group and a Swedish group. The French group was headed by Paribas which was the most important subscriber to the capital of the new enterprise.

To be more exact, the only subscribers to the original capital of Norsk Hydro, besides the Scandinavians, were Paribas and a group of the latter's close friends including on the one hand members of its Conseil d'Administration and on the other hand banking institutions and individuals with whom the bank was in close contact in France as well as in Switzerland and Belgium through its branches. Later, when the company was operating successfully, the bank distributed amongst the general public a great part of the shares which had been issued. It always kept, however, an important participation in the company's capital.

The stock originally subscribed to by the bank and the latter's close friends or acquired from the Scandinavian group in the course of the first years of the company's existence represented 60 % of its capital.

(page 2 of original)

Until 1927 the changes which occurred in the participation of the French shareholders in the capital of the company (viz, in those of the group constituted as set forth above) were by way of strengthening the French position in consequence of the absorption on various occasions of certain amounts of stock which came either from Sweden or from Germany, so that one can say that it was the French group which always proved most faithful to the company. As a matter of fact, in 1927 the capital of the company was approximately held 90 % by the French group.

I have already said that Paribas distributed a growing number of shares amongst the general public : for the rest, since 1909, the shares had been listed on the Paris stock exchange. I would say that on the outbreak of the war in 1939, the French shareholders numbered approximately 30,000.

At the annual general meetings of shareholders Paribas attended both for its own account and as the representative agent of numerous shareholders. The number of shares it represented in this way amounted to roughly one half of the shares belonging to the French group. The rest of the shareholders of this group did not show any interest in the general meetings and made no attempt to be represented at them.

Until 1939 the bank sent a member of its staff especially every year to vote at the general meetings of shareholders, just as much for itself as for the shareholders for whom it acted as agent. This representative was not always the same, but, with very few exceptions, it was a French member of the Conseil de Surveillance who was called upon each year, or else a French auditor of the company.

If I said that the French participation underwent no change, and grew if anything up to 1927, at the latter date, however, there was a considerable change : on obtaining the consent of its government the French group agreed on its side to let I.G. Farben subscribe to an increase of capital as it was to contribute a technical aid to the company. An agreement was reached on the basis of an I.G. Farben participation of 25 % in the total capital of the company. As a result, the French participation in this total capital was reduced approximately from 90 to 70 %. As for the 25 % subscribed by I.G., it must be made quite clear that at a later date the latter handed over a part of its shares to its Swiss partner, I.G. Chemie Basel. In Paris, however, we were always under the impression that it was a mere transfer without any real significance.

From 1927 to 1939 the two participations, French and German, remained unchanged and at the general meetings of stockholders one could see that although the French shares had been distributed amongst the general public, the amount of stock represented thanks to Paribas was always sufficiently high to be in excess of the amount of German stock which however was under one ownership.

578

(page 3 of original)

The German plan in 1941, which was to get hold of the majority of the capital of the company, included the simultaneous execution of two acts of violence, to which the Germans on their side tried to give an appearance of regularity: on the one hand, the seizure of formerly issued shares and on the other hand an increase of capital to which it would be made impossible for the French to subscribe and in which Germany would appropriate the greater part for herself. As the two operations formed one whole, the size of the one was made proportionate to that of the other.

The establishment of German control over the capital of the company had, indeed, one final goal - that of forcing the company, whose already abundant treasury was to be reinforced by the increase of capital which was planned, to invest considerable capital - whatever the military risks incurred - in a new affair - the Nordisk Løtmetall, which had been promoted in the guise of a Norwegian corporation, but with a German majority, for the production of light metals (aluminum and magnesium).

I will now come to a description of the circumstances in which the increase of capital was realized in 1941 to the detriment of the French.

The first stage in the German plan was realized at the general meeting of shareholders on 29 November 1941 - the first to meet after the occupation of Norway and France. At this meeting the German shareholders were practically the only ones to be represented. Indeed, through lack of sufficient information as to the operation of the company's affairs since the occupation of Norway by the Germans, Paribas made no effort to gather up the proxies of the French shareholders but (contrary to the custom regularly observed heretofore) the bank confined its action to forwarding its own proxy to the president of the company, the Swedish banker Wallenberg. Moreover, the wording of the agenda, identical with that of previous years, made no provision for the replacement of a French "administrateur" by a German. In fact the general meeting did not renew the mandate of one of the three French members of the Conseil d'Administration, which had expired in the normal way, so that the number of French members of the board was reduced to two. The third member in question was replaced by a second representative of I.G. Farben, Dr. OSTER, who thus came on to the Conseil d'Administration and joined Geheimrat SCHMITZ, who had been on the board since 1927.

The replacement of a Frenchman by a German was to put the Germans in a favorable position for manoeuvring against the French group in the Conseil d'Administration, for the simple reason that according to paragraph 27 of the articles of incorporation a quorum of two thirds must be present to make the decisions of the board legally sufficient: as the Conseil is composed of 7 members this

59

means that 5 members must be present or must vote by correspondence. As long as there were 3 French members in the Conseil, the quorum could not be reached without one at least of them participating, since 2/3 of 7 are 5 and there were only 4 non-French members in the Conseil as long as 3 Frenchmen held mandates. But after the change I have just mentioned the two Germans made up the quorum with just the Swedish member Mr. WALLENBERG and the two Norwegian members; and once the quorum was reached all they needed in order to compose a majority in the Conseil was the conac either of one of the two Norwegian members acting under coercion, or of Mr. WALLENBERG on whom the necessary process had to be applied.

(page 4 of original)

Thus the French members of the Conseil d'Administration who had kept their mandates were from the juridical point of view powerless to show opposition either to the increase of capital or to the contracts with Nordisk Løtmetall.

The second stage in the German plan was the pressure exercised on Norsk Hydro at Oslo in order to make it take an interest in the Nordisk Løtmetall.

As, of course, I was not in Oslo at that time, I cannot - as a witness who may testify only to those facts of which he has had direct knowledge - give any details of the matter. But what I can say is that the attitude taken by Norsk-Hydro on this occasion is revealed with the utmost clarity by the feeling Mr. AUBERT its general manager showed for France when on the eve of the occupation of his country he handed over to me as an envoy of the French Government, the entire stock of heavy water of his company.

I will add that in the months which followed the occupation of Norway - and more exactly in November 1940 - we arranged with a Swiss friend to go to Norway on personal business and to get into touch on the same occasion with Mr. AUBERT. On his return he gave us a written report which contained an account of the information he had gathered; and we had the satisfaction of reading the message which Mr. AUBERT had given him for us: the latter, after describing the difficult situation he found himself in, assured us that he would watch over the interests of his French friends and that he would always act for the best. I could naturally submit this report if it were necessary.

The third stage was reached at the meetings held in Paris on 13 and 14 March 1941 by the following 5 people (three of whom at that time were members of the Conseil d'Administration): the Swedish president Mr. WALLENBERG, the two French members of the Conseil MOREAU and WIBRATTE and, in addition, two people who were not members, Mr. ERIKSSON at that time manager of Norsk-Hydro and ILGER from I.G. Farben.

TRANSLATION OF DOCUMENT NO. HI-13373
CONT'D.

These meetings were obviously of an unofficial nature since not enough members of the Conseil were present to make the decisions legally sufficient.

At the meeting on 13 March (which Mr. ERIKSEN did not attend) there was discussion about the erection of various new plants, and especially about the Nordisk Lettmetall, the promotion of which company was announced to the French members by Mr. WALLENBERG: the latter stated explicitly also that the building of the plant was already under way; he added that the financial effort which Norsk Hydro would have to make would not be more than 15 million kroner, to be subscribed in shares; and finally he alluded to the fear of the Scandinavian members of the board that if the company refused to take part in the operation decided on by I.G. it would bring about its sequestration by the occupational authorities.

At the meeting on 14 March which Mr. ERIKSEN attended the discussion was chiefly concerned with the increase of capital which was declared necessary for the erection of the different plants which were planned. ILGNER declared that "the French, German and Scandinavian shareholders would be treated alike", but that as regards the amount of 43.05% which paragraph 15 of the by-law put at the disposition of

(page 5 of original)

the Conseil d'Administration for it to deal with as it thought best for the interests of the company, the Conseil would be required to reserve a part of this amount for a German group and a Norwegian group.

Mr. WIBRATTE replied that in all justice and in accordance with the custom which had always been observed (except in 1927 when it had been necessary to offer a remuneration for the technical assistance of I.G. Farben), the entire increase of capital should be reserved to the former shareholders. However, he added, in order to meet the German point of view, they might come to some arrangement whereby the German and Norwegian groups in question could buy up from the former holders the subscription right which were necessary for these groups to acquire the number of shares they desired within the limits of the 43.05%.

Mr. WIBRATTE then asked that the former holders should be able to use effectively the rest of their subscription rights covering 56.95 % of the stock issued.

In brief, Mr. WIBRATTE's suggestion was that the holders of the French group should be able to subscribe effectively in Paris, Geneva and Brussels to their normal part of 70 % of the stock in the series covering 56.95 % of the new shares to be issued, and that this subscription should be made easier for them by their being paid a reasonable price for their subscription rights to the other 43.05%.

61

TRANSLATION OF DOCUMENT NO. NJ-13373
CONT'D.

Naturally this suggestion was not put forward on the French side with any pleasure as ultimately it was to lead to a fairly considerable reduction of the French percentage in the capital of the company. A rapid calculation will show, however, that this reduction was not such as to destroy the majority held by the French group.

I will add now that ILGNER said he admitted the fundamental truth of Mr. WIBRATTE's observations and gave his consent to the counter-proposal which the latter had just brought forward.

So that there was great surprise in Paris when on 19 May 1941 Paribas received from the Paris representative of I.G. Farben a draft for a prospectus concerning the issue of stock showing on the one hand that 43.05 % of the stock issued would be given to a privileged group, without the latter having to obtain any subscription rights from other holders and, on the other hand, that the stock would be issued only in Oslo.

On 28 May Mr. WIBRATTE sent a letter with the necessary observations to the Paris representative of I.G. asking for the adoption of different measures calculated to reestablish the rights of the shareholders in the two respects mentioned above (the acquisition of subscription rights with regard to the 43.05 % of the issue and the opening of the subscription in Paris, Brussels

(page 6 of original)

and Geneva). And in his letter he stressed the fact that "the final texts of the report, of the resolution and of the prospectus, once they had been brought into line with the observations he had submitted, should be sent to us for our agreement".

On 7 June I.G. Farben forwarded a telegram which it said came from Norsk-Hydro (which proved later to be incorrect) and which conveyed the information that some of the observations we had made had been dealt with and that the rest would be considered when ILGNER came to Paris probably on the 19/21 June. This telegram contained, moreover, a highly significant passage which said that "for the defense and safeguarding of the rights of the French shareholders their full representation was not absolutely necessary".

We sent a reply to this communication on 10 June to the effect that we observed that some of our demands had been taken into consideration and that "the solutions in the case of the other demands expressed would be reserved for examination on 19 and 21 June".

When we sent this letter and telegram on 28 May and 10 June we knew that a general meeting would be called for 30 June, but naturally we had not understood that we were going to be placed before a "fait accompli" as regards the conditions of issue of stock.

I now come to the meeting of the Conseil d'Administration held in Oslo on 19 June 1941. Looking back now we know that the agenda of the meeting included on the one hand the question of the increase of capital and on the other hand that of the agreements to be concluded with the Nordisk Lettmetall, as well as certain questions of detail.

In anticipation of this meeting which was destined to be of the greatest importance, the Norsk Hydro, in accordance with its usual custom, had prepared the files in advance for each member of the Conseil. As can be seen from the information I gathered in Oslo, the files which were meant for the French members of the Conseil were entrusted to I.G. Farben which promised to forward them. It is a fact however, that when the files arrived in Paris, parts of the had been removed and - as is proved by the accompanying letter sent by I.G. Farben on 26 May - they now contained nothing but the proposals relating to the questions of detail. And it was to these questions of detail that MM. MOREAU and WIBRATTE gave their agreement on 5 June.

In these conditions, the record of the meeting of the Conseil d'Administration drawn up by Norsk Hydro in Oslo mentioned expressly that the French members of the Conseil d'Administration had not "had the opportunity to vote on point 2", that is to say, on the contracts with Nordisk Lettmetall and the increase of capital.

I thus observe that at the general meeting of shareholders on 29 November 1940 the replacement of a third French member by a German member had borne fruit, since - in spite of the observations formulated in writing on 28 May and 10 June on the grounds of the promises given by ILGNER in Paris on 14 March - the Germans had made the Conseil d'Administration, with a regular quorum, take a decision which was contrary to French interests, and this without the knowledge of the French representatives who had kept their mandates.

(page 7 of original)

On 20 June 1941, ILGNER arrived in Paris as had been announced and met MM. MOREAU and WIBRATTE. He made no allusion either to the file from which the chief documents had been removed, nor to the meeting of the Conseil d'Administration which had taken place the day before in Oslo to decide on the increase of capital and give its approval to the contracts prepared with the Nordisk Lettmetall. But knowing that the stakes had been put down he did not hesitate to go back on the conciliatory attitude he had shown in March and became imperious, making no attempt to hide the pressure he intended to bring to bear on the French group.

First of all he informed his interlocutors that the 43.05 % of stock issued would be given to the German and Norwegian groups without them having to buy the corresponding subscription rights: which meant that the French holders would not have the right to any payment at all for their part in the 43.05% of new shares.

TRANSLATION OF DOCUMENT NO. NI-13373
CONT'D.

When Mr. WIERATTE recalled the promises he had received in March, ILGNER merely stated that the company had seen fit to change its point of view and he declared that "if I.G. had accepted such a formula, the other shareholders should also give their agreement". Mr. WIERATTE reminded him, with regard to point 2, that he had asked for the subscription to be opened on the usual stock exchanges, and especially in France, in order to allow the French holders to use those of their rights which had not been bought back from them.

ILGNER contented himself with the reply that it was impossible.

Mr. WIERATTE then pointed out that if the Germans took the necessary steps the transfers could be made with all the more facility as the company was the debtor both of the French holders and of the French treasury to the extent of some 6 million kroner. ILGNER replied that this was just what the Germans did not intend to do and that the I.G. group would offer to purchase, at a price to be fixed later, all those rights which the French holders could not utilize.

ILGNER wound up by declaring quite plainly that thanks to the purchase which was also planned of formerly issued shares - to which purchase he occasionally made allusion - , and thanks to their purchase of the subscription rights to the increase of capital, the Germans would obtain the majority in the capital of the company.

On 30 June 1941, an extraordinary general meeting of shareholders was held in Notodden (Norway) in order to decide on the increase of capital on the lines approved by the Conseil d'Administration on 19 June without the knowledge of its French members, who received a notification of them through ILGNER on 20 June only.

Of the 152,003 shares whose holders or representatives were present at this meeting, 145,888 constituted German interests. 3,717 of the remaining shares belonged to a branch of Norsk Hydro which obviously could not refrain from sending representatives for them. Finally, 2,398, of which 1,019 were deposited by Sweden, belonged to private shareholders, but not one of these was French, for neither Paribas nor any other French stockholder was present or represented at this meeting. These facts show well enough that the decisions of the latter were taken entirely under German domination.

(page 8 of original)

It is quite obvious, moreover, that between 20 June, the date on which ILGNER showed his cards, as has been said, and 30 June, the date on which the Assembly took the decisions dictated by I.G., it was no longer possible for the representatives of the French group to take any action at all. The presence of the occupying power made it impossible for them to engage in a struggle with it at the general meeting.

64

TRANSLATION OF DOCUMENT NO. NI-13373
CONT'D.

On the day after the general meeting of 30 June 1941 the representatives of the French group, considering that the positions were now fixed irremediably, came to the conclusion that from now on they should bring their efforts to bear no longer on the methods of achieving an increase of capital as such, but rather on the means of attenuating as far as possible those consequences which would be of prejudice to French shareholders. The discussion then turned to the conditions in which the subscription rights of the French holders were to be bought from them by the Germans.

To be brief, the operations for this purchase began on 29 October 1941 and came to an end on 22 January 1942. They were announced by an insertion in the press which stated that these subscription rights were bought by "a foreign group".

I must emphasize the fact that just at the time when shareholders were being asked to sell their rights in this way, they were also informed through another note in the press that "a foreign group" was offering to purchase formerly issued shares - the latter operation having begun on 1 September 1941 and finishing on 15 December 1941.

I will now explain the financial aspect of the problem.

ILGNER's claim that it was impossible to organize the transfer of French subscriptions to the increase of capital had no foundation in reality. In actual fact, the organization of a direct transfer of capital from Paris to Oslo was perfectly conceivable; as, first of all, a part of the sum to be transferred could have been covered and made up for by the 6 million kroner which the Norsk Hydro owed to France (as I have said); moreover, if the German-Norwegian group had bought the subscription rights of the French corresponding to 43.06 % of the stock issue, as ILGNER had agreed to on 14 March, an important amount of kroner would also have been set free; and, as regards the rest, it would always have been possible for the Bank of Norway to open up a credit to France which could have been reimbursed when dividends were paid out later.

So that as it may, it is a fact that on 20 June ILGNER refused to intervene in favor of any such direct transfer from Paris to Oslo.

Could it be said, then, that he consented to organize the subscription of French shareholders to the increase of capital in the form of a triangular transaction: viz, a transfer first of all from Paris to Berlin and then a transfer from Berlin to Oslo?

Not in the least: Drawing attention to the absence in the Franco-Norwegian clearing-agreement of any clause relating to a transfer of capital, ILGNER again refused his intervention. For as such a refusal was significant, inasmuch as a purchase of Reichsmarks against francs, which would then have permitted a purchase of kroner, would have relieved

TRANSLATION OF DOCUMENT NO. NI-13373
CONT'D.

France's account in the Franco-German clearing which, during the whole period of occupation, as is well known, showed an increasing and soon overwhelming deficit to the detriment of France. It is therefore quite easy to understand why the Germans refused to sanction such a transaction.

Finally, I must show how, by refusing to make it possible for the French to subscribe to the increase of capital and by compelling them to sell their subscription rights the Germans gave the French what was only an apparent satisfaction: for such purchase of subscription rights in return for payment in francs had the immediate result that far from relieving the French account in the Franco-German clearing, on the contrary, it aggravated its deficit.

I will now come to the position in which the French members of the Conseil d'Administration found themselves after the meeting of the board on 19 June when the contracts with the Nordisk Løttnetall had been approved without their knowledge.

(page 9 of original)

When in Paris we received a record of the meeting on 19 June 1941, we understood that we had been eliminated from resolutions of a decisive importance. Consequently, we multiplied our requests for an explanation: my records contain a series of letters which confirm the fact that, in spite of the insistence of the Norwegians themselves, I.G. Farben always postponed the explanations which were requested.

Much later, in November 1943, I.G. Farben executed a volte-face as regards its attitude to us. I.G. now actually offered to make it possible for Mr. WIERATTE and myself to go to Oslo - which, I must point out, would have been our first visit to Norway since 1940 -, but we knew at once that this suggestion corresponded to a secret intention they were harboring: immediately after the bombardment of the Nordisk Løttnetall and Norsk Hydro the Germans were anxious to bring the representatives of the French group to ratify a situation which, however, they (the French) had not helped to create. Therefore, understanding that they must now take up an attitude to show their discontent, MM. MOREAU and WIERATTE wrote on 23 November 1943 both to Oslo and Berlin to say that they had decided that from now on in the Conseil they would keep out of all questions relating to the Nordisk Løttnetall. They gave as reasons for their attitude the fact which they stressed, that not having been advised of the 1941 contracts and not having been kept informed of the affairs of the new corporation as they gradually developed, it was not possible for them to take up a position with regard to their consequences. And naturally, Mr. WIERATTE and I both refrained from going to Norway.

TRANSLATION OF DOCUMENT NO. NI-13373
CONT'D.

On 13 December 1943 we came together for the last time with ILGNER, whom Mr. MOREAU and WIBRATTE had not seen since 20 June 1941. That day ILGNER gave us a few details as to the situation of Norsk Hydro after the bombardments, but above all at this meeting I succeeded in laying my hands for a brief moment on a document stemming from Norsk Hydro which I had seen in his file : this gave me a revelation of the tremendous engagements which the German group had made Norsk Hydro take in the contracts which were approved at the meeting of the Conseil d'Administration on 19 June 1941 : far from having invested only 15 million kroner in the stock capital of the Nordisk Løttemetall, as we had believed in March 1941, we learned now that, on the grounds of the financial arrangements it had been compelled to agree to, the Norsk Hydro found that it had put into an enterprise which was now in ruins an amount of approximately 100 million kroner, that is to say, the equivalent more or less of its pre-war stock-capital.

That day ILGNER told us that I.G. recognized its responsibility towards Norsk Hydro in the affair, and that it would undertake to buy back from the latter its participation in the Nordisk Løttemetall at the same price as it had paid, if two years after the end of the war the plants belonging to the company had not been rebuilt and had not been put to some use.

I have carefully read each of the 9 pages of this declaration and have signed them personally. I have made the necessary corrections in my own handwriting and initialed them and I declare herewith under oath that I have given the pure truth to the best of my knowledge and conscience.

(signed) : Jacques Allier
Jacques ALLIER

Sworn to and signed before me this 3rd day of November 1947 at Nuremberg, Germany, by Mr. Jacques ALLIER, known to me to be the person making the above affidavit.

(signed) : Randolph H. Newman
Randolph H. NEWMAN, AGO B-397712
Attorney,
Office of Chief of Counsel for
War Crimes
U.S. War Department.

TRANSLATION OF DOCUMENT NO. NI- 13373
CONT'D.

CERTIFICATE OF TRANSLATION

I, DOROTHY E. PLUMMER, USFET 482, hereby certify that I am thoroughly conversant with the English and French languages and that the above is a true and correct translation of Document No. NI - 13373.

3 November 1947.

DOROTHY E. PLUMMER
USFET 482.

(E N D)

TRANSLATION OF DOCUMENT No. NL-15159
OFFICE OF CHIEF OF COUNSEL FOR WAR
BRIDGES

I.G. FARBEINDUSTRIE ANTIEMERKSCHAF, BITTERFELD.

(trans.note: stamp: IG Bitterfeld
Engineering Admin.
10 June 1941
Mailbook 22648
Answered:

Vereinigung Lagergemeinschaft
Marie e.V. (Association Communal Camp Marie
reg. assoc.)

Bitterfeld 2454 handwritten: LG initial: G 336)
One/Krg 6 June 1941
Engineering Dept. B.

Z.L.W. Bitterfeld

The people employed by us who are billeted in Camp Marie have repeatedly complained about vermin in the living quarters. Up to now our repeated complaints to the administration of the camp have met with no success.

The workers are refusing to stay at their place of work under these circumstances.

Please remedy these bad conditions immediately and thoroughly.

(trans.note: Construction Management
stamp:) Z.L.W. Bitterfeld

copy to Engineering
Administration

(signature) illegible
(trans.note: handwritten: B1 327
#33)

CARBON COPY

IG FARBEINDUSTRIE ANTIEMERKSCHAF
BITTERFELD
MANAGEMENT

To Director Dr. Burghin for information and return.
Bitterfeld 11 June 1941.

Engineering Admin. Secretariat

(trans.note: handwritten: #33 B1 317)

CERTIFICATE OF TRANSLATION

I, Dorothea L. GALEWSKI, ERO #34079, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. NL-15159.

Dorothea L. GALEWSKI,
ERO #34079.

E E D

TRANSLATION OF DOCUMENT No. NI-15196
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

I.G. Wolfen
Social Department

Rubber Stamp:

Bitterfeld
Secretariat
Rec. - 9. Sept. 1941

The
Engineering Administration
BITTERFELD

7 September 1941.

M.S.: Dr. Burghard has read I/H.
the attached.

Allocation of Prisoners of War.

In your letter of 9 August 1941, you state that the General Plenipotentiaries for Special Questions of Chemical Production have approved the necessary hutment units for the erection of a prisoner-of-war camp. In the meantime, it has been ascertained that, both for plants and building projects, which are under the Reich Aviation Ministry, as well as those under the General Plenipotentiary for Chemistry (Goebach), French prisoners of war can be used. The completion of a prisoner-of-war camp is therefore urgently necessary, as, according to the directions of the High Command of the Wehrmacht, the prisoners of war can only then be allocated when the necessary accommodation is ensured according to regulations. In the meanwhile, Dr. Burghard has decided that the prisoner-of-war camp is to be erected on the land shown in the attached plan.

In the meantime, Armament Command Halle have promised 1400 and Goebach 325 French prisoners of war, for whom therefore accommodation will have to be provided.

As the allocation of the prisoners of war can be expected immediately, while prisoner-of-war accommodation is, however, not yet ready, Dr. Burghard has made the suggestion that the finished hutment units in Camp IV, now in course of construction, can be enclosed according to regulations and used to house the French prisoners of war; especially as the engaging of the work-people for which Camp IV was intended is delayed and it can be expected that they will only arrive after the new prisoner-of-war camp is finished and the prisoners of war who were provisionally housed in Camp IV

I.G. Wolfen
Sheet II

have already left it.

This emergency measure is necessitated by the catastrophic labor situation and it is to be feared that if the French prisoners of war are not taken now, they may not be available when called upon later on.

Should there still be anything not sufficiently clear in the foregoing, an immediate discussion is advised for the clarification of all questions.

to be
employed
in the
Filmfabrik
Wolfen

During a discussion with Director Dr. Gajewski and Director Riess, of the Filmfabrik-Wolfen, it was suggested that the French prisoners of war (about 200) should also be housed in the camp to be erected in Bitterfeld. This would be recommendable on account of the saving in materials alone. The hutments and materials required for the accommodation of the Filmfabrik-Wolfen will be obtained from the Technical Department of the Filmfabrik-Wolfen, which also will institute the necessary building work.

The approval of the Industrial Supervisory Office for the erection of the above-mentioned prisoner-of-war camp will be obtained from this office, while the necessary measures in respect of air raid precaution will be better dealt with by the Bitterfeld Works' Air Raid Protection Staff.

SOCIAL DEPARTMENT
signed: pp. JOERSS

Enclosure.

cc. to Director Dr. Boergin
" Riess
Mr. Seidler, Fire Engineer
Dr. Walther

CERTIFICATE OF TRANSLATION

21 April 1948

I, ANNE MARTIN, ETO No. 20144, hereby certify that I am a duly appointed translator for the German and English languages and that the above is a true and correct translation of the Document No. NI-15136.

ANNE MARTIN, ETO No. 20144.

- 2 -
"END"

Circular No. 95/42.

To the Plant Managers.

I. Recruiting of apprentices Easter 1942.

Requirements in apprentices, trainees and volunteers are to be sent in writing to our social department by 22 August 1942. Requests which are not made by this date cannot be taken into consideration; we draw attention expressly to this point. We would point out that the number of youths leaving school is not sufficient for us to consider all the notices of vacancies for apprentices. The apprenticeship relationship involves both cultural and moral education. The employment of juveniles, therefore, cannot take place for the purpose of covering momentary needs of labor. Furthermore, only those posts for apprentices which are authorized by the labor office can be filled.

II. Dutch workers.

Dutchmen, whose labor contracts have expired, cannot subsequently be made liable to compulsory service in the Reich. It is possible, however, for those Dutch workers, whose return is considered of value by the plant, to be listed and requested in the prescribed way by making a fresh request for the procuring of foreign industrial workers and enclosing the list. In such cases the obligation to compulsory service will be arranged in Holland itself through the General Plenipotentiary for the Commitment of Labor. We request the plant to make use of this possibility if necessary, and to inform the social department (Tbl. 2279).

Work performance of prisoners-of-war.

Every prisoner-of-war who is fit for work is under the obligation to employ his maximum working strength. Those who show opposition are to be reported first to the prisoner-of-war camp (Hause 'phone 2624). We have come to an agreement with the camp that when the plant has reported the case a warning shall be given. If, after this, there is no improvement in the performance rendered it is requested that the social department be informed of the occurrence, and the latter will arrange for the intervention of the controlling officer who is competent to inflict punishment up to 10 days' prison. The towns of guards and their auxiliaries will be made responsible and severely punished if they do not take action against prisoners-of-war who refuse to work.

Payment of foreign workers.

In the above affair the General Plenipotentiary for the Commitment of Labor has issued a decree which has already taken effect and in which, amongst other things, it was laid down that: "Foreign workers may not be recruited and employed under more favorable conditions of wages and work than are allowed by the prevailing prescriptions for similar German workers".

Bitterfeld, 5 August 1942.
Tsch/Boc.

(In handwriting): Herrn Main.

I.G. FARBENINDUSTRIE AGT AGGREGAT
(signed): Borgia (signed): Scharf (?)

- 2 -

TRANSLATION OF DOCUMENT NO. NI - 15143
CONT'D.

CERTIFICATE OF TRANSLATION.

I, DOROTHY E. PLUMMER, USFET 482, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document No. NI - 15143.

22 April 1948

DOROTHY E. PLUMMER
USFET 482.

- 2 -
(END)

TRANSLATION OF DOCUMENT NO. NT-15141
OFFICE OF U.S. CHIEF OF COUNSEL
FOR WAR CRIMES.

Circular No. 107/42.

To the Plant-Managers.

1) Re: Notification of requirements in personnel as per 15 October 1942.

For industrial information purposes one of the many things that are necessary is the notification of labor requirements. The statement needed for the industrial report must be drawn up according to the position on the 15th of each month. We must therefore ask the plants to declare their requirements in personnel, as on the 15th of each month, on the usual form, which can be requested at any time from the social department (tel. phone no. 3748). We draw special attention to the fact that the notification of requirements must reach the social department by the 17th of each month at the latest.

We beg you to make a note of this for future reference.

2) Re: Commitment of labor during the winter months.

We have been offered Eastern workers for the period from December 1942 until March 1943. This temporary supply of labor would cease on 31 March 1943.

We request those plants which are interested in employing such labor to inform us of their requirements, drawing up the statement of their needs under separate headings as per 15 October 1942. The employment of these people is advisable in order to do away with the 12 hour shift. It is possible when employing them to divide them up into smaller groups. All contact with prisoners of war must be excluded.

3) Re: Compulsory service for foreigners.

We draw your attention to the fact that foreigners from the occupied territories and from the Protectorate can be compelled to work, if their contracts have expired and they do not volunteer to extend them. Compulsory service can be declared for a period of three months.

4) Re: Remuneration of foreign workers.

In the future those foreign workers who come here as artisans and assistant artisans etc., and who in their contracts were promised wages higher than 68 Reichspfennig, will be paid from the beginning the higher wages stated in the contract or wage-scale. The plants - it will chiefly be a question of the workshops, - will receive a written statement of the name and amount of wages of such workers through the social department. They (the plants) are obligated to note the efficiency of these workers within 14 days, and in particular to check whether they come up to the normal German standard of performance. Where this is not the case a percentage is to be taken of the inferior work and transmitted to the social department without delay. The latter, acting on the circumstances of inferior output as conveyed by the plant, will then submit the necessary requests to the Reich trustee for hints authorizing the lower wages which would be suitable. The period of 14 days must be observed under all circumstances in order to ensure justice in payment. But in no case may any foreigner who has not come up to the normal German standard of performance receive the regular German salary for this for a longer period of time.

TRANSLATION OF DOCUMENT NO. NI - 15141
CONT'D.

This measure is being taken in order on the one hand that we may avoid all appearances of violating contracts and on the other hand that we may achieve greater pacification in working life.

I.G.FARBENINDUSTRIE AKTIENGESELLSCHAFT

Bitterfeld, 13 October 1942
Tech/Su.

(signatures):
Dr. Vorlaender Brita Frey

(Initials); illegible.

(in handwriting); Herrn Min.

CERTIFICATE OF TRANSLATION.

I, DOROTY E. FLUGER, USEST 482, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document No. NI - 15141.

22 April 1946

DOROTY E. FLUGER
USEST 482.

TRANSLATION OF EXCERPTS OF DOCUMENT No. WL-15158
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

(page 1 of original)

Mail Excerpt No. 2

Bitterfeld 21.7.1942

Plant Protection. On 18.7 at night, a Russian civilian, fleeing from the camp for Russians, after having been called to stop by a plant protection officer, was shot at and fatally injured (18.7)

(page 3 of original)

(trans.note: following is handwritten)

Mr. P. LANG sends his best regards.

With best regards,

(signature):

Fr. Frey

CERTIFICATE OF TRANSLATION

I, EDWARD J. STEVENS, ADO D 428172, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Excerpts of Document No. WL-15158.

EDWARD J. STEVENS,
U.S. CIVILIAN,
ADO D-428172

c n d

TRANSLATION OF DOCUMENT No. NI-15155
OFFICE OF CHIEF OF COUNSEL FOR WAR
CRIMES

The LAURAT (District President)
270/L7

Bitterfeld, 25 Sept 1942.
(trans.note: handwritten: 325
G L 9
stamp: Bitterfeld Secretariat:
Rec: 26 Sept 42
Ans.

To
IG Farbenindustrie
BITTERFELD

IG Bitterfeld Mail
Office
27 Sept 42-7)

Re: Establishment of infirmeries in Camp Mario.
Ref: Circular of Reich Minister of Labor of 16 Dec 1941.

The Reich Minister of Labor gave orders in the above circular that all firms employing foreign workers are to provide at least two beds for each 50 members of the foreigners' camps in a special infirmary. Provision is to be made for isolating patients with infectious diseases and patients under observation for suspicious symptoms. The National Health Office has established that these requirements are not fulfilled in the Camp Mario and in the newly-established Russian Camp of Camp Mario. We have been notified that the equipment of the infirmary here is inadequate. In view of the fact that the lack of beds in hospitals is already causing difficulties due to the requirements of the German population, foreigners can only be accepted in hospitals in the most urgent cases and therefore you will have to resort to treatment in the dispensaries of the foreigners' camps.

I have been informed that you are planning to erect a fairly large hospital but and already have been given the necessary permits for this.

(page 2 of original)

Since it will however be several months yet before this hut is ready, I consider that in view of the unfavorable season now starting it is urgently necessary to arrange for the necessary beds in infirmeries. Please take the necessary steps and inform me as soon as possible about the measures you have taken.

as deputy: certified:
signed Hauer (signature)
Krotschner
Employee

(trans.note: stamp: Landrat of Kreis Bitterfeld)

(trans.note:
handwritten: copy to Dr. Schulze/Faerber
Welfare Dept.)

CERTIFICATE OF TRANSLATION

I, Dorothea L. GALEWSKI, BEO #34079, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. NI-15155.

DOROTHEA L. GALEWSKI,
BEO #34079

E N D

THE DELEGATE

of the Plenipotentiary General
for Special Problems of the
Chemical Production.
For the Districts of
Halle-Merseburg and Magdeburg-Anhalt

Halle/Saale, 17 March 1943
Merseburger Str. 158
Main Phone Number : 7486
Telegram : "Gebechemie
HalleSaale".

Reference: AE - VS/bn - 1050
Subject: M manpower requirements.

(Stamp):
Bitterfeld
Office
received:

To
I.G. Farbenindustrie AG.
Bitterfeld and Farbenfabrik Wolfen.
Attention Dr. Baergin or his deputy
Bitterfeld.

As you know, despite the recruiting measures which you yourself had undertaken in France, difficulties arose in obtaining the workers which you need - even those workers who had been recruited by your own officials.

During the two days visit which I made to three of your plants, namely, Bitterfeld North and South and the Farbenfabrik Wolfen, I convinced myself of the particular urgency of a considerable portion of your demands, and I am endeavoring to eliminate the existing difficulties.

In this connection a meeting will take place on Tuesday, the 23 of this month, in the Labor Office in Bitterfeld, in which the Plenipotentiary for the Allocation of Labor of the Gau Halle-Merseburg, Landrat Dr. HIELENBERG as well as Gaubmann DACHMANN will take part.

After the meeting, that is, starting at ten o'clock, an inspection of your plants will take place in order to allow the two above-mentioned gentlemen and the Labor Office to form an opinion for themselves about the conditions prevailing in your plants as far as the necessity for labor allocation is concerned.

As a result of my discussion, I think the following installations should be inspected:

Processing of Aluminium scrap
Inorganic Plants South (Phosphorus will be sufficient)

as well as a meeting with Dr. MUELLER about the Griesodyn-plant).

N-Plant and
1 Electrolysis
Gypsum Sulphuric Acid factory.

(page 1 of original, cont'd)

I would like to ask you to extend the inspection in such a way that the participants may convince themselves of the lack of skilled metal workers and of course I leave it to you to show other plants or buildings as well.

By

Signature

(Handwritten names)

Dr. Altwick
Dr. Lang
Dr. Mueller
Dr. Porschmann
Dr. Reissmann
Dr. Schneider
Dr. Schoener
Tscharter

TRANSLATION OF DOCUMENT No. NI-15157

CONTINUED

CERTIFICATE OF TRANSLATION

21 April 1948

I, Eugene R. KUN, AGO No. D-429798, hereby certify that I am a duly appointed translator for the German and English languages and that the above is a true and correct translation of the document No. NI-15157.

Eugene R. KUN
AGO No. D-429798.

TRANSLATION OF DOCUMENT No. NI-15160
OFFICE OF CHIEF OF COUNSEL FOR WAR
CRIMES

(trans.note:stamp:Bitterfeld Secretariat
Rec: 28 Aug 43
Insv.

handwritten:353
illeg.initial)

(trans.note:handwritten:
semi-illegible:paragraph. . .
. . . .)

Re: Inspection by Commissioner of Central Inspectorate of German Labor
Front for the Care and Control of Foreign Workers on 25, 26 and
27 August 1943.

Communal Camp IX Women's Camp

One assistant camp chief is lacking - fencing not complete - no
communal room - screen off toilets - potato cellar is lacking - the
kitchen storerooms are too small for 4 weeks' supplies - air raid
shelter has no doors or seats - camp regulations missing - sick room
is lacking - accommodation for married couples inadequate - some
rooms untidy.

On the whole the camp does not present a good impression.

Communal Camp I Marie

6-8 assistant camp chiefs are lacking - camp regulations are missing
in some of the rooms - screen off toilets - some rooms untidy - too
little sand available for fire fighting.

On the whole the camp makes a good impression.

Communal Camp IV Antonio

2 assistant camp chiefs are lacking - sub-divide rooms for married
couples (for one couple each) - screen off toilets - some rooms untidy -
German women are cleaning kitchen and mess hall.

Otherwise the camp makes a good impression. (Expansion)

Communal Camp VI for Eastern Workers

1 female assistant camp chief is lacking - married couples are in
several cases living in rooms without partitions - fencing not
complete - 4 TB patients (positive) should be taken away - toilets
in the open should be screened off - trench in front of garbage pit
lacking - camp regulations missing in rooms - no lawns or trees due
to nature of soil - it is planned to establish some greenery by
digging pits and bringing in garden soil (poplars) - weatherproof
paths, particularly sidewalks, must be laid - although the rooms of
the men are clean (cleaning done by Eastern women workers) most of
them are untidy, while some of the women's rooms make quite a good
impression.

On the whole the camp makes a very bad impression.

Communal Camp V Elza

Screen windows in sick rooms and storerooms are lacking - toilets and washing facilities inadequate - wash rooms not nearly adequate - lack of drying facilities in open air - rooms actually quite clean, but partly untidy; if possible it would be best to take two beds out of some of the rooms and to arrange for space for hanging clothes.

On the whole the camp makes a good impression.

(signature illegible)

(trans.note:handwritten - marginal notes: #34
f Bi 326)

CERTIFICATE OF TRANSLATION

I, Dorothea L. GALEWSKI, ETO #34079, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. WL-15160.

Dorothea L. GALEWSKI,
ETO #34079.

E N D

TRANSLATION OF DOCUMENT No. NL-15137
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

Stamp: Bitterfeld
Secretariate
Rec'd: 2 July 1942
Ack'd:

Mr. Dujardin
Representative of the firm UNIC
BITTERFELD
Kaiserstrasse 34.

Dear Dr. Diergin,

I have the honor to inform you in the enclosure of a copy of a letter which I have received from the firm UNIC in Brussels. I should like to ask you to be so kind as to look at this letter.

The Herr Petro mentioned in the letter is coming to Bitterfeld specially at the end of the week in connection with this matter, in order to come to an agreement with you on the points contained in the letter. He asked me to advise you of this beforehand.

Hedl Hitler!

Yours sincerely

Signature: Dujardin

Enclosure.

19 FIRM UNIC 42
BRUXELLES
CHANTIERS
BITTERFELD THALHEM

Initialed

Handwritten:

Herr D. Schulze will let H. Dujardin know by telephone that a discussion with H. Petro can only take place after Herr Kaufmann's return.

TRANSLATION OF DOCUMENT No. NI-15137
CONTINUED

Copy

25 June 1942
I.G. Farbenindustrie A.G.
Bitterfeld

Our ref. 1652/E.D.

We had given our representative, M. Dejardin, the task of asking your firm how the conditions were to be put into practice which were orally agreed upon between us and your representative, Herr Kaufmann, during our discussions at Herr Dr. von Schelling's house.

Preliminary, the conditions were as follows:

- 1) Consent to compensation for the quarterly journey home.
- 2) Paid leave after six months.
- 3) Family allowances.
- 4) Cleanliness in the camps.

We are very much surprised to have received a letter from your representative, in which he informs us that he has spoken to Herr Kaufmann on the subject and that the latter quite simply denied all the conditions.

We are all the more amazed at your representative's attitude towards us, since the conditions were decided on with the stipulation that definite allowances and costs which we paid to various workers were renounced.

Our representative asked Herr Kaufmann to inform us personally that no conditions were decided on between us, but he declined to write this.

We have already had occasion to note that your representative does not worry much about his promises, but in order to raise no difficulties between us, we assumed it had been a misunderstanding. This time, however, we do not consider the matter so simple, and we commission our representative to treat directly with your directorate.

We are convinced that we are entitled to consider oral conditions as an agreement and we hope that you will also concede this.

Viva Il Duce

Signature: (A. Petro)

P.S.: M. Petro himself is coming to discuss these points.
In any case, you can open the discussions now.

19 FINE UNIC 42
BRUXELLES
CHANTIERS
BITTERFELD THALHEM

TRANSLATION OF DOCUMENT No. NI-15137
CONTINUED

CERTIFICATE OF TRANSLATION

21 April 1948

I, PATRICIA E.C. WOOD, ETO No. 20139, hereby certify that
I am a duly appointed translator for the German and English
languages and that the above is a true and correct translation
of the Document No. NI-15137.

.....
PATRICIA E.C. WOOD,
ETO No. 20139.

TRANSLATION OF DOCUMENT No. VI-15156
OFFICE OF CHIEF OF CONSUL FOR WAR CRIMES

Trade Inspection Board Wittenberg
competent for:
districts Bitterfeld, Delitzsch, Liebenwerda,
Torgau, Schweinitz, Wittenberg-town and
land.

Stamp
Staff Dept.
Bitterfeld
10 Febr. 1944

99/44
Journal No. Dr. B/Ro
to be quoted in reply

Lutherstadt Wittenberg, 9 Febr. 1944
Berlinerstr. 10
Telephons 2553 and 3772

Stamp:
I.G. Bitterfeld
Post Office

now: Desseauerstr. 123a
Municipal Building

To the I.G. Farbenindustrie A.G.

Bitterfeld

Subject: Community Camp, Women's Camp Bitterfeld.

On 4 February 1944 I, together with the Plenipotentiary
of the German Labor Front Bitterfeld, Party Member STEIN, inspected,
your community camp, women's camp Bitterfeld, Aueasero Zoerbiger-
str. The camp leader joined us in the inspection. The following
measures were considered necessary at the time of the inspection:

- 1) The women have no facilities to boil their washing. A wash-
house with separate room for drying should be provided.
- 2) A sick-room with facilities for isolating patients with infectious
diseases should be installed.

(page 2 of original)

At least 2 beds should be provided for every 50 women.

- 3) Too many people are accommodated in some of the rooms. According
to para 4 of the camp regulations not more than 12 women should
be billeted in one women's dormitory.
- 4) The camp fence should be closed.
- 5) It is undesirable that meals be cooked in the rooms. Kitchens
should be set up.
- 6) Some of the lavatories and bath rooms are in an incredible state.
Everything must be done to see that these are kept clean and
not stored up.

I look forward to receiving your reply as to what steps have
been taken.

For:

signature: Dr. BAUER

handwritten note:

Herr Oberlagerführer FIMMEL (?)

TRANSLATION OF DOCUMENT No. NI-15142
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

MS (Initial) D

File Memorandum

for Herr Dr. Buergin

Subject : Discussion held on 10 March 1944 at Halle in the
Meeting hall of the Gau-Wirtschaftskammer (Gau Chamber
for Economic Affairs)

1. Survey on the Labor Allocation Development.

President Weismann of the Gau Labor Office in Halle-Merseburg reported on the requirements of workers in his Gau district, numbering at present 25,000. In January only 9,400 workers were allocated, in February 8,500.

The prospects were not considered very favorable. Nevertheless, he based some hope on the East, pointing out, however, that the workers coming from there were earmarked for agricultural work, which required 14,000. The workers who were temporarily transferred from agricultural to industrial work will be re-assigned by 31 March.

Furthermore, the interesting statement was made that in February the Gau Labor Office in Halle was not able to fulfil the demand of the industry for 2,500 workers but that, despite this fact, a new quota of 5,000 workers was fixed for March and, in order to fill this quota, he would have to make great efforts. Unfortunately, the increasing demand of the armament industry and the normal decrease was gradually reducing the manpower available. In 1943, 32,000 foreign workers were assigned within the Gau and 29,000 were assigned in accordance with the decree concerning the allocation of German men and women. The labor requirements, however, increased by 33,000 and the manpower available decreased by 28,000.

In particular, a considerable number of female workers who, in accordance with the above-mentioned decree, had been assigned primarily for half-day work, had quit their jobs. Special attention is therefore to be paid to the question whether there is any work to be done in the plants which could be performed as home work. Such an honorary service must now be initiated.

Gaubeumann Bechmann informed me that in his opinion, the failure of the Transportation Staff in Hanover was to blame for the fact that numerous Belgian and French workers did not return. He had made representation in Berlin on this subject, with the result that, as of 1 May 1944, an independent transportation staff was established at his Gau Office in Halle.

2. Present-day Problems of the Labor Allocation Policy in the Armament Industry.

Major Dr. Janssen submitted the new procedure to be applied in the labor allocation program in accordance with the new decree issued by the Minister for Ammunition. As of today, requisitions are to be

(page 1 of original cont'd)

submitted only to the Armament Command (Ruestungskommando) not later than the 4th of each month. New forms are to be used which distinguish only between German men, German women, foreign men and foreign women, whereas the forms hitherto used subdivided the demands according to occupations.

Herr Dr. Hecht, of the Gauwirtschaftskammer, stated in this connection that, in accordance with the agreement reached with the Armament Command,

(page 2 of original)

all plants supervised by the Gauwirtschaftskammer are to submit their demands (requisitions, lists and urgency certificates) through the Gauwirtschaftskammer.

Herr Dr. von Boiron, the delegate of the Plenipotentiary General for Chemistry, made a similar report at the request of the undersigned after the receipt of the decree.

3. Change in the Allocation of Prisoners of War in accordance with the Decree of the Reich Minister for Armament and War Production, dated 23 December 1943.

Hauptmann Dr. Doell, of the Armament Command, read out a decree of the Reich Minister for Armament and War Production, the substantial provision of which was not to permit prisoners of war to be employed together with foreign civilian workers and to sell consumer goods in the canteens, in order to increase the efficiency of the prisoners of war. The chairman of the Armament Commission, Herr Dr. Mehner, Magdeburg, at whose suggestion the meeting was called, asked in this connection whether compliance with the provisions of the decree was considered possible. He said he contemplated pointing out in the discussions which were to take place shortly in Berlin that, in his opinion, it was impossible to comply with the provisions of the decree, but he wanted to know whether he alone was of this opinion. The conference unanimously adopted Herr Dr. Mehner's point of view, i.e. it considered it impossible to carry out the provisions of the decree. There also was a general outburst of laughter at the suggestion that canteen goods should be sold to the prisoners of war and exclamations were heard, "Where from?"

A certain Oberregierungsrat Birkenholz, of the Spear / Ammunition Ministry, allegedly stated in a circular letter of 27 November 1943 that, in certain circumstances, limited quantities of consumer goods would be available to armament plants.

4. Proposals for "Betriebsumsetzungen" (stoppage of plant operations in order to obtain labor).

Herr Dr. Hecht of the Gauwirtschaftskammer reported on the stoppage of plant operation for the purpose of obtaining labor and mentioned certain plants affected by this program. Thirty-seven proposals had been submitted to the commission appointed for this purpose. This commission had listed 5,324 workers. Of this number, only 1,355 could be transferred. Furthermore, a new Plenipotentiary General for the procedure concerning the transfer of labor (Umsetzungsmaßnahmen) had been appointed.

(page 2 of original cont'd)

5. Assignment of Skilled Labor and Equipment as Emergency Aid for the Reich Railroad in Case of Damages.

In reporting on this item, Herr Dr. Mehner only named the Reich Railroad as an example and explained that, in the event of certain catastrophes, it would be in the interest of the plants themselves to turn over manpower to other users, provided that that particular branch of armament production would not suffer by it. He made the interesting statement that, in his plant alone, 17 users of labor had approached him with the request that, in the event of a catastrophe, manpower should be made available to them.

(page 3 of original)

6. New Regulations concerning the Repair of Buildings damaged in Air Raids.

Diplom-Ingenieur Zettler, of the Armament Command, requested that the Armament Command and the Gauwirtschaftskammer respectively be immediately notified of any plant damage inflicted by air raids. He urgently recommended that estimates be made for all existing buildings and be kept at another location. He furthermore defined the competence of the Armament Command in connection with decisions to be made concerning indemnity settlements.

7. Construction of Emergency Living Quarters.

Herr Koshlar, chief of the Gau Housing Settlement Agency (Gauheimstättenleiter) reported once more in detail on the construction of emergency living quarters and circulated in this connection the drawing of the ground plan already known, emphasizing that it should in no case be permissible in the Gau Halle-Merseburg, as it was not in any other locality, to admit any plans of a different type as basis for the construction of emergency living quarters.

8. Miscellaneous and Inclusion of Handicraft in Armament Production.

A representative of the Handicraft Department in the Gauwirtschaftskammer reported on the achievements of handicraft in the armament industry up to date and asked for collaboration between industry and handicraft on the basis of mutual confidence.

No discussion took place on any of the items of the agenda, contrary to original expectation, and only Herr Dr. Mehner and Herr (MS) Gen.- Director Rahm made comments on some of the items.

Chairman of the meeting was Colonel Eckert, the Commander of the Armament Command.

signed :

Wolfen, 14 March 1944
Kf/R.

TRANSLATION OF DOCUMENT No. NI-15142

CONTINUED

CERTIFICATE OF TRANSLATION

21 April 1948

I, Julius J. Steuer, AGO No. 1-442 654, hereby certify that I am a duly appointed translator for the German and English languages and that the above is a true and correct translation of the above document No. NI-15142.

.....
Julius J. Steuer
AGO No. 1-442 654

GZ 5752 L/B

(Trans. Note: Handwritten: Hs 20 2052)
's-Hertogenbosch. 11 February 1944

To the Manager
of the Labor Office
Rottweil.

Re: Break of working contract of Mar. v. Neurs. 23 September 1922,
's-Hertogenbosch, Noordwal 31.

Ref.: Your letter of 27 December 1943

Up to the present time the search for the above mentioned individual has been unsuccessful. I have passed the case to the Security Service (Sicherheitsdienst). Should the individual named be caught by the Sicherheitsdienst he will be returned to you through a labor training camp. Please inform the firm I.G. Farbenindustrie accordingly.

2 file.

(Trans. Note: Handwritten 12 Feb)
(initial F.)

(Page 2 of original)

8 January 1944

To the
Labor Office in ROTTWEIL.

Rottweil
23 December 1943.

To be passed on to the Military Commander in Belgium and Northern France,
Military Administrative Chief
Economic Department
Gr. VII (Labor Assignment)

(Trans. Note: Stamp:
semi-illeg:
.....Labor Office
.....
6 Jan 1944.

in Brussels.
(Trans. Note: Handwritten:
2052)

Re: Individuals from Belgium and Northern France breaking contracts.

The worker named below has left his place of work without permission and has broken his contract. Presumably he has returned to his home.

Last and first names: van Neurs, Marinus.
Occupation: Rayon worker Date of Birth: 23 Sept. 1922
Residence in occupied territory: Hertogenbosch-Noord-Brabant/Holland.
(Place, street, number) Hertogenbosch-Noordwal No. 31./Holl.
Belgian Province or French Departement: Hertogenbosch/Noordwal 31 Holl.
(is absolutely essential)

Previous place of work: IG Farbenindustrie Aktiengesellschaft Rottweil
s/N Werke

Recruited from: 4 June 1943 to: until further notice.

Missing since: 16 Dec 1943.

For what reason did the foreigner leave his place of work? M. had special leave from 3-16 Dec 1943 and did not return from this leave which he had been granted.
M. is considered to have broken his contract because he did not return from leave and did not start working again.

We request that individual be returned*)
We do not want individual returned*)

IG FARBENINDUSTRIE AKTIEGESELLSCHAFT
(signature illegible)
signature of the Betriebsführer (Plant
Leader)

Remarks of Betriebsobmann:

(signature of Betriebsobmann)

(trans. note: handwritten: some illegible;
..... report and inform Sicherheitsdienst. initial D)

*) please delete if not applicable

(trans. note: handwritten: Sicherheitsdienst informed on 3 Feb 1944.
illegible initial)

(page 3 of original)

Passed to
Reich Commissioner for
occupied Netherlands territories.

The Hague

Hottwell 27 Dec 1943
by order
(signature illegible)

CERTIFICATE OF TRANSLATION

I, DOROTHEA L. GALEWSKI, ETO #34079, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. NI-14032

DOROTHEA L. GALEWSKI,
ETO #34079.

E N D

-2-

S E N T E N C E

The Military Tribunal in Brussels, second French chamber,
sitting in Brussels, pronounced the following sentence:
In the case of the public prosecutor against:

Armand, Joseph, Ghislain KERY, born at Molenbeek-Saint-Jean on
26 September 1908, industrialist, residing at Schaerbeek, 38 Avenue
Eugene Plasky. At present in the prison of Saint-Gilles on the

charge that:

at Anderlecht, a judicial district of Brussels, or elsewhere in
Belgium or outside the territory of the kingdom, between 1 January
1941 and 4 September 1944, he supplied the enemies of the State
with assistance in the form of soldiers, men, money, provisions,
arms or ammunition, and that he committed the offense either
against Belgium, or against the allies of Belgium acting against
the common enemy, or against a state which, independently even of a
treaty of alliance, was waging war against a state with which Belgium
itself was at war, and with the additional circumstance that the
offense was committed with the idea of gain.

(page 2 of original)

Whereas it is established that at the time and place
quoted above the accused supplied the enemies of the State with
assistance in the form of soldiers, men, money, provisions or
ammunitions clothing or equipment which he knew to be for
military use, and that for their benefit he organized or directed
a construction business for the establishment, installation or canon-
flagging of fortifications, aerodromes or other buildings or installa-
tions for military use

whereas it results from the examination and discussion thereof
that from March 1941 until the liberation of the country the accused
devoted all his activity to the hiring of Belgian labor for Germany;

and that, for this purpose, on the initiative of the delegate of
the group of German chemical industries, he concluded contracts with
different German companies with a view to supplying labor to Germany;

whereas, according to the terms of the agreement between the
accused and the German representative of the office for the recruit-
ment of labor, the accused received as a remuneration approximately
40% of the salaries of the workers he had hired;

and that it appears that the accused kept the management and
administration of the work-sites he created in Germany for the account
of German firms,

TRANSLATION OF EXCERPTS OF DOC.NI-14719
CONT'D.

whereas it is established that the workers who were hired by the accused were bound to him by individual contracts the fulfillment of which he supervised, and that in Germany these workers were placed under the control of a foreman who was designated by the accused and responsible to him;

and that their salaries and transportation were paid by the services of the accused and that legally they did not devolve on the German enterprises which benefited from their work;

(page 3 of original)

Whereas it was not long before the employment agency of the accused developed considerably and made it necessary for him to hire six employees in Brussels to keep the books (Goldof affidavit, exhibit 26); and through his medium or that of his personnel six work-sites were opened in Germany or in territory under German control; and more than two thousand workers were sent to Germany in this way after signing contracts the duration of which varied in each case;

and whereas it results from entries in the accounts found in the offices of the accused as well as from explanations given at the hearing by the accountant Goldof that according to the balance-sheets from 1941 to 1944 the sum total of the amounts paid to REIM by German firms which he supplied with labor can be estimated at eighty seven million francs;

and whereas after a deduction has been made of the wages paid to the workers, of taxes paid in Germany and general expenses, the clear profit made by the accused appears to amount to approximately twelve million francs;

and whereas these figures, which are corroborated to a large extent by the tax returns made by the accused (see exhibit 10 - 4,658,000 francs taxed income in 1941 as compared with 20,371 francs in 1940), show the importance acquired by REIM's employment agency, "the second most important enterprise of its kind in Belgium, as regards man-power", an employee of the competent German agency said. (Schicamp affidavit, exhibit 24);

whereas, moreover, it is established that the accused was aware that the German work-sites he supplied with labor were destined to man factories for the manufacture of synthetic gasoline; that from then on the full and complete participation of the accused in the German war-effort was conscious and deliberate; that the gravity of his activity is sufficiently shown by the importance of the problem of motor-fuel for the German army, as well as by the testimonial given to the accused by Dr. von Schelling, head of the German agency for chemical production, and worded as follows: "..... the owner of the firm Armand REIM has always devoted himself to German interests and by his attitude has given a strong backing to the German war equipment into the chemical field" (enclosures to exhibit I of the file).

TRANSLATION OF EXCERPTS OF DOC.NI- 14719
CONT'D.

(page 4 of original)

On these grounds,

the military tribunal, pronouncing judgment after trial, in view of articles
1 of the royal decree of 26 August 1939
16, 33, 58, 67 of the law of 15 June 1899;
1, 2, 3, 5, 6, 8, 10 and 12 of the law of 26 May 1944;
184, 185 of the rules of procedure for the land army of 20 July 1814;
195, 194, 367 of the code of criminal procedure;
7, 8, 9, 18, 19, 20, 31, 44, 47, 115, 117, 123 ter, 123 sexties
of the penal code;
11, 18, 31, 32, 34, 35, 36, 37, 41, 68 par.1 of the law of 15 June 1939 ?
the law of 25 May 1945
1382 of the Civil Code,
2 of the law of
3 of the law of 17 December 1942,
the law of 27 July 1871;

declares Armand Joseph Ghislain REMY guilty of the acts cited in
the accusation enumerated above and condemns him on this account to
death by shooting. The execution shall take place publicly at
Saint-Gilles-lez-Brussels;

(page 5 of original)

Sentences the condemned man to the loss of all titles, grades, functions,
employment and public offices which he holder might hold; declares
that the death penalty includes suspension of the civil rights of
the condemned man; it declares the suspension in ~~perpetuity~~ of the
rights enumerated in article 31 of the penal code; it states that in
pursuance of article II,1 of the law of 6 May 1944 that is, article 123
sexties of the penal code, the condemned man is deprived for ever of
the rights enumerated in the afore-mentioned article.

Sentences the accused to pay the entire costs of the proceedings which
have been established up to the present at the sum of 61 million francs.

Declares that the remuneration received by the accused or the
equivalent of such remuneration amounting to eighty seven million
francs shall go to the Treasury.

And pronouncing judgment on the request for damages made
by the Belgian state (Ministry of Finance):

On these grounds

..... sentences the accused to pay the plaintiff, the Belgian state
(Ministry of Finance), the sum of fifty million francs damages, together

TRANSLATION OF EXCERPTS OF DOCUMENT 14719
CONT'D.

with court damages and costs,

.....

(page 6 of original)

The above judgment was rendered by the Military Tribunal in Brussels, second French chamber, and delivered in an open court on 10 August 1945.

Present:

| | | |
|------------|--------------------------------------|------------|
| MM. GILLET | President, | |
| MULRON | Major | |
| COLINS | second magistrate of the civil court | } members; |
| LANDRIEN | captain | |
| DUVIVIER | lieutenant | |

the above officers having been appointed to sit on the bench by a ballot on 30 July 1945, according to article 8 of the law of 26 May 1944;

DEWOLF Deputy of the Military Prosecutor;

LOTENS assistant clerk of the court,

.....

The assistant clerk of the court, The president and members of the Court Martial,

| | |
|--------|-----------|
| LOTENS | GILLET |
| (seal) | MULRON |
| | COLINS |
| | LANDRIEN |
| | DUVIVIER. |

Certified true copy transmitted to the military prosecuting authority at the Military Tribunal in Brussels,

No. Brussels, 21 August 1945.

The assistant clerk of the court

| | |
|----------------|----------------------|
| (seal) | (signed): P. NIZETTE |
| Krijgerand van | |
| BRUSSELS. | |

CERTIFICATE OF TRANSLATION.

I, DOROTHY E. PLUMMER, USSET 482, hereby certify that I am thoroughly conversant with the English and French languages and that the above is a true and correct translation of excerpts of Document NI - 14719.

6 April 1946

DOROTHY E. PLUMMER
USSET 482.

TRANSLATION OF EXCERPTS FROM DOCUMENT No. NL-14716
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

.....
The Military Tribunal, Antwerp, First Dutch Chamber B, pronounced the following sentence:
In the matter of the Military Auditor, the Public Prosecutor's Office, and the Civil Authorities.

a g a i n s t

1. GEERS, Désiré Jean Ernest, born 1914,
2. GEERS, Ernest Clement Cornelle, born 1891

Charges:

A.

(page 2 of original)

.....
B. Both at the same places as mentioned under A. to have between 29 January 1943 and 4 September 1944 served the political aims of the enemy by recruiting for and making assignments to Germany.

.....
D. a. Both to have between 29 Jan 1943 and 4 Sept 1944, by denouncing an actual or imaginary fact, exposed Josef WOUTERS of Vreemde to being persecuted and mistreated by the enemy.

b. The first, moreover, to have in the year 1942 with malicious intentions, by denouncing an actual or malicious fact, exposed Gustaaf van Helle of Antwerp to being persecuted and mistreated by the enemy.

.....
E. The first to have between 10 May 1940 and 9 May 1944

F. Both,

.....
Heard at Antwerp, 18 November 1946.

.....
Counsel for the Civil Authorities,

(page 3 of original)

.....
The Military Tribunal

.....
Whereas the documents and the hearing have shown that the facts have been proven,
Whereas in a combination of crimes and criminal acts and according to Arts. 61 and 62 V.B. only the punishment for the gravest crime can be imposed,
Whereas there are no extenuating circumstances as regards the first accused,

-3-
TRANSLATION OF EXCERPTS FROM DOCUMENT No. NI-14716
Cont'd

Whereas regarding the Second Accused there are extenuating circumstances arising his relatively satisfactory past and the fact that he has partly acted under the influence of the first Accused.
Whereas the amount of compensation for the guilty acts of the two men sentenced is fixed at Frs. 8,511,632.05,

(page 4 of original)

.

The Military Tribunal pronounces both Accused guilty and sentences the first - in absentia - to death, and the second, the Defendant present, to 4 years imprisonment.

.

(page 6 of original)

.and states further that both the sentenced men shall be deprived of all civic rights for life, as laid down by Art.
Deprives them of titles, grades, official positions.
Confiscates arms, uniforms, objects which have served or were intended for the committing of the crime.
Imposes on them jointly and separately a fine amounting to the cost of the Public Authorities.
.and declares the Treasury to have acquired the sum of Frs. 8,511,632.05, this being the amount of compensation in respect of the criminal acts of both the sentenced persons.

Moreover, as regards the first:

.
Declares that he shall be legally deprived of Belgian nationality insofar as the sentence shall not have been executed within a period of six months.

.

As regards the claim by the Civil Authorities:

Considering that the Demand of the Civil Authorities may be regarded as partly founded on "ex aequo et bono" and may be estimated at 5 million francs.

.

Sentences both persons jointly and separately to pay the Civil Authorities as compensation the sum of 5 million francs plus legal interest and costs.

.

CERTIFICATE OF TRANSLATION

I, EMILIE J. HINGLIFFE, ETO #20152, hereby state that I am fully conversant with the Flemish (Dutch) and English languages and that the above is a true and correct translation of excerpts from Document No. NI-14716.

EMILIE J. HINGLIFFE,
ETO #20152.

E N D

TRANSLATION OF EXCERPTS OF DOCUMENT No. NL-14717
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

Sentence

The Military Tribunal, Antwerp, 4th Dutch Chamber, has pronounced the following sentence in the matter of the Military Auditor, the Public Prosecutor's Office, and the Civil Authorities,

against

- 1) BOELANTS, Pierre, Louis, born . . . 1888. . . .

Charges:

A) The first to have at Mortsel or elsewhere between 10 May 1940 and 4 September 1944 committed the crime directly or indirectly
-to have rendered assistance to the enemy of the State in soldiers, men, money, food, arms and ammunition, the crime to have been committed against Belgium or Belgium's Allies, such crime having been committed for gain, the persons suspected having been resident in a territory occupied by the enemy, and that they:

- 1) to have either directly or indirectly rendered assistance to the enemy of the State in soldiers, men, money, food for enemy supplies, war material for attack and defense, i.e. ammunition of war,

(page 3 of original)

The Military Tribunal

Considering that the first Accused, manager and owner of the firm of Antverpia at Mortsel, has during the war been principally engaged in the manufacture, placing and repair of heating apparatus, boilers and radiators, he is being prosecuted on account of economic collaboration, namely, to have in the course of the enemy occupation between 10 May 1940 and 4 September 1944:

- 1) rendered assistance to the enemy with men by sending Belgian workers to Germany in accordance with a contract concluded with the UNION REHINISCHE BRAUNCOHLEN KRAFTSTOFF A.G. at Wesseling near Cologne, on 26 May 1941;

- 2) Performed all sorts of work for the enemy and delivered supplies in Belgium to the German Navy, the Erls works at Mortsel and Evere, the Fliegerhorst at Durne, to various German authorities, building authorities the Field Post, Principal Transportation Office, and abroad to German firms, such as Schoerch, Habasna, Pintsch, Sieges, Imbert and others,

(Page 11 of original)

The Military Tribunal

Sentences the first Defendant Pierre Boelants to five years' solitary

-2-
TRANSLATION OF EXCERPTS OF DOCUMENT No. NL-14717
Cont'd

confinement on account of fact 1.

Roelants and Dyckmans to be deprived for life of all rights laid down in Arts 1 and that Defendant Roelants shall during the period of his punishment be deprived of all civic rights. Roelants to be deprived of all titles, grades, official positions. . . Declares to be Treasury property the sum of twenty million francs, being compensation for the acts committed by Roelants, Confiscates the immovable material, machinery, tools, implements. . . Sentences P. Roelants and Jan Dyckmans to pay the costs of the action amounting so far to Frs 11,451.82.

Sentences P. Roelants to pay to the Civil Authorities as compensation the sum of five million Francs.

***** plus legal interest.

Military Tribunal,
Antwerp, 7 November 1947.

CERTIFICATE OF TRANSLATION

I, EMILIE J. HINCHLIFFE, ETO #20152, hereby certify that I am fully conversant with the Flemish (Dutch) and English languages and that the above is a true and correct translation of excerpts from document No. NL-14717.

EMILIE J. HINCHLIFFE,
ETO #20152.

E H D

-2-

TRANSLATION OF DOCUMENT NO. NI-14650
OFFICE OF U.S. CHIEF OF COUNSEL
FOR WAR CRIMES.

LE/EC.2.

MINISTRY OF THE INTERIOR

FRENCH REPUBLIC.

GENERAL DIRECTORATE
OF THE SURETE NATIONALE

PARIS, 13 February 1948.

HEAD OFFICE OF THE SERVICES
OF THE JUDICIAL POLICE

SUPERINTENDANT OF THE
JUDICIAL POLICE
Christian L E L U C ,

1st section.

to the

Divisional Superintendent,
chief of the 1st section
in the office of the chiefs
of the judicial police.

SUBJECT: WAR CRIMES.

REFERENCE: The letter No. JL 491, of 16 January 1948,
from the head of the Service of Investiga-
tion of Enemy War Crimes.

-:-:-:-

I beg to inform you of the following facts:

In the letter quoted as reference, the
service of investigation of enemy war crimes
inquired whether the said persons GIRAULT, MEYER,
ZELL, DIDIER and PERRIERE had been the subject
of prosecution in the French courts on account
of their pro-German attitude during the occupation.

An examination of the different records
shows that:

- The above-mentioned Jean MEYER residing
102 rue de Charonne, Paris, is being prosecuted for
"secret communication with the enemy". At present
he is a fugitive and is supposed to have escaped
to Switzerland. During the occupation he was in
charge of an employment agency for the hiring of
French workmen for Germany. On the other hand he
has been sentenced by default for "breach of trust".

(page 2 of original)

The above Albert GIRAULT, residing 177
Faubourg Poissonnière in Paris, is prosecuted for
having had "secret communication with the enemy".
On the premises of his firm, 15 rue André del Sarte,
he set up an employment agency during the occupation
for the hiring of workers for Germany. The

- 1 -

102

On the premises of his firm, 15 rue André del Sarte,

TRANSLATION OF DOCUMENT NO. NI-14650
CONT'D.

proceedings instituted against him are in progress and the judicial inquiry has been entrusted to Monsieur BOUVAULT, examining magistrate at the law-courts of the Seine.

In the affidavit GIRAULT made he pointed out that his attitude, and in particular his economic collaboration with Germany had been forced on him by the executives of the General Plenipotentiary for Special Questions of the Chemical Production. He was actually imprisoned for three months by the Gestapo, probably at the request of the General Plenipotentiary for Special Questions of the Chemical Production, and on his liberation these acting for the above authority gave him to understand that he must carry out all their orders at the risk of incurring new penalties. Similarly, the workers who had gone to work in Germany had undoubtedly suffered moral pressure, too.

His associate, André ALLAIN, born 19 August 1912 at ASNIERVILLIERS (Seine), who had a central-heating firm, 106 Rue du Général Michel Bizot in Paris, was also in contact, from 1941 on, with Dr. FLETSCHER who represented the German chemical industry in France. He sent approximately 5,000 workers to Germany and derived therefrom a profit which was reckoned by experts at 251 million francs. The places his men had to work in were at LUDWIGSHAFEN, MANNHEIM and BLECKHAGEN.

ALLAIN has taken to flight. He is prosecuted by the law-courts of the Seine for "secret communication with the enemy".

- Roger ZELL, residing 9 rue du Delta, Paris, was prosecuted for having increased the German war potential by sending workers to work in Germany. The examining magistrate recognized that ZELL had been subjected to coercion by the occupying authorities and the case was dismissed.

- René DIDIER was sentenced on 9 November 1947 by the law-courts of the Seine to 5 years' hard labor, confiscation of 6,316,000 francs, and the loss of civil rights, for "secret communication with the enemy". DIDIER had opened an employment agency 3, rue d'Edimbourg, Paris, and sent approximately 500 workmen to Germany.

- Charles PERISSE, residing in ROSENY (Seine), is subject to prosecution at the present moment for "secret

(page 2 of original)

communication with the enemy". The investigation of this affair is entrusted to M. ROUXARD, the examining magistrate at the law-courts of the Seine. His associate, André DELEMER was sentenced to 5 years' hard labor, with confiscation of property, and loss of civil rights, for

TRANSLATION OF DOCUMENT NO. NI-14650
CONT'D.

"secret communication with the enemy". DELEMER and PERIERE sent their workmen to Germany to work for I.G. Farben.

In his affidavit PERIERE declared that it was the pressure exercised on him by the agents of the General Plenipotentiary for Special Questions of the Chemical Production which forced him to work for Germany by sending his personnel to German factories.

- Charles ROBRECHT was sentenced in his absence on 8 May 1947 by the law-courts of the Seine to 20 years' hard labor, confiscation of his property and loss of civil rights, for "secret communication with the enemy". As manager of the Société Moderne de Construction et de Travaux Publics (Modern Building and Public Works Corporation) ROBRECHT put his firm at the service of the occupational authorities, and sent his workmen to work in Germany, especially at WOLFFEN, an I.G. Farben factory.

In the file which has been prepared at the law-courts, number 148, documents 7 and 8, it is shown that those workmen who did not go to their posts in Germany, or who deserted, were reported to the General Plenipotentiary for Special Questions of the Chemical Production in Paris, whose duty it was to search for them.

PROSECUTOR OF THE JUDICIAL POLICE;

(signature): Christian L e l o c .

Stamp of the
Sûreté Nationale, Office
of the Chiefs of the
Judicial Police.

CERTIFICATE OF TRANSLATION

I, DOROTHY E. PLUMMER, USFET 482, hereby certify that I am thoroughly conversant with the English and French languages and that the above is a true and correct translation of Document No. NI - 14650.

19 March 1948

DOROTHY E. PLUMMER
USFET 482.

(E N D)

TRANSLATION OF DOCUMENT NO. NI-9986
OFFICE OF CHIEF OF COUNSEL FOR WAR
CRIMES

The Reichsfuehrer SS.

Berlin SW 11, 27 October 1936

Diary No. AR/2578
5.

Prinz-Albrechtstr. 8

Dear Herr Dr. Meyer,

This summer the old circle of friends of the SS placed a large sum at my disposal on behalf of the SS, to the raising of which you contributed considerably with a personal donation, your assistance and your activity.

In doing so, you did not only do a great service to the SS, and supported extraordinarily the fulfilment of its tasks, but in addition to a proof of your friendship, you also gave me great pleasure. I thank you very much for this, and hope that I will very soon have the opportunity to welcome you in our circle as a guest of the SS.

With cordial greetings and Heil Hitler !

Yours,

(signature:) H. Himmler.

CERTIFICATE OF TRANSLATION

I, Clarisse KOHN, U.S. Civilian, X-046337, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the document No. NI-9986.

Clarisse KOHN
U.S. Civ. X-046337.

END

-1-

TRANSLATION OF DOCUMENT NO. HI-9980
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES.

The Reichsfuehrer SS

Berlin SW 11, 30 Dec. 1937
Prinz-Albrecht-Strasse 8

Diary No. AR/3701
Schn/E.

Dear Party Comrade Dr. MEYER,

This year you or your enterprise again contributed a larger sum to the donation which the old circle of friends put at the disposal of the SS for the year 1937. I thank you and your firm most cordially for this donation and the willingness to help as well as for the feeling of common bonds with the SS and their tasks which thus you proved again.

I want you to be convinced that this financial support contributed to a very essential degree to closer approach the aim set for us in the SS.

Together with my best regards and with all my good wishes for a happy New Year, I submit to you, attached in the enclosure, a folder containing pictures, from which I hope, you will derive pleasure and which you might regard as an expression of our cordial friendship.

Heil Hitler

Yours

(signature:) E. Himmler

enclosure

CERTIFICATE OF TRANSLATION

I, Clarisse KOEF, U. S. Civ., X-046337, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the document No. HI-9980.

Clarisse KOEF
U. S. Civ. X-046337.

END

- 1 -

Fritz Kranefuss

(Stamp:) Personal Staff Reichsfuehrer-SS
Registry
File No. Secret/45.

(Handwritten notes:) File 17.5.

Call up Kranefuss.

Goering should not be invited again.

Er. 28/1

Berlin C 2, 21 January 1944

Schinkelplatz 1.

Kr/Kl.

To
SS-Obersturmbannfuehrer Dr. Rudolf Brandt
Personal Staff of the Reichsfuehrer SS

Berlin/SW 11.

Prinz-Albrecht-Strasse 8.

Dear Comrade Dr. Brandt,

At my last visit we discussed the question of the membership of Herr Herbert L.W. Goering in the Circle of Friends and if and in what manner he is to be informed that his presence is no longer desired. Now I have invited the Circle of Friends for February 9 to the Haus der Flieger in the usual manner and the question of Herbert Goering has become acute. I take it that the Reichsfuehrer SS no longer wants Goering in the Circle of Friends after he has recently ordered that he should not be invited to Hochwald. As I have told the Reichsfuehrer SS, I was able to carry out this order without difficulty, since Goering had excused himself because of the illness of his wife. If he is now no longer to be asked to the regular meetings, we must tell him.

When we spoke about this matter recently, you suggested that we take up the question once more as soon as it became pressing. As this is now the case, I should appreciate it, if you informed me what to do and, if necessary, asked the Reichsfuehrer SS for his instructions in this matter.

Many thanks, comradely greetings as ever, and

Heil Hitler!

yours,
(Signature), Kranefuss

Stamp:
Personal Staff of the RFSS
Arrived 25 June 1943
Jnl. No.: 10/3/44 g
To: RF Enclosures.

./.

TRANSLATION OF DOCUMENT NO. NI- 8131
CONTINUED

CERTIFICATE OF TRANSLATION

I, Louise STUBING, U.S. Civilian, X-018162, hereby certify that I am thoroughly conversant with the English and German languages and that the foregoing is a true and correct translation of document NI- 8131.

Louise STUBING
U.S. Civ. X-018162.

END

TRANSLATION OF DOCUMENT NO. NI-8120
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

Fritz Kranefuss

(Stamp:) Personal Staff Reichsfuehrer
Registry
File No. Secr./45.

Berlin C 2, 23 June 1943
Schinkelplatz 1.

Kr/El.

To
SS-Obersturmbannfuehrer Dr. Rudolf Brandt
Personal Staff of the Reichsfuehrer SS.

Berlin/Sy 11.
Prinz-Albrecht-Strasse 8.

(Shorthand notes:) Pohl says No. Not suitable.
Lacks stature.

Dear Comrade Dr. Brandt,

I am sending you enclosed a letter from SS-Gruppenfuehrer Berger of 3 May 1943, in which he refers to SS-Hauptsturmfuehrer Dr. Ludwig Linhardt and suggests that he would fit well into the Circle of Friends of the Reichsfuehrer SS. I have answered SS-Gruppenfuehrer Berger on 7 May. A carbon of my letter is enclosed.

In the mean time I have received the information on SS-Hauptsturmfuehrer Dr. Linhardt, requested by SS-Gruppenfuehrer Dr. Martin. I am sending a copy of it also.

I should be very grateful to you, if you would call the attention of the Reichsfuehrer-SS to this matter and inform me if he considers him to have the proper qualifications for the Circle of Friends of the Reichsfuehrer-SS. I myself hardly know Dr. Linhardt at all.

With comradely regards and Heil Hitler, I am
Yours,

Stamp:
Personal Staff of the RFSS
Arrived 25 June 1943
Jnl. No.: 15/6/43 g
To: RF Enclosures
Enclosures 3

(signature) Kranefuss.

Stamp: Pers. Staff RPSS
Registry
File No. Secret/45

Copy

NI.

C O P Y

Dr. Linhardt received his professional education at the Handelshochschule in Fuenberg and after his examination came to the Staff of the Gauleitung of the Bavarian Ostmark without previous private-economic experience. A little later, early in 1934, he was appointed Gau Economic Advisor for this Gau. He was active in this capacity until the end of 1934. His work as Gau Economic Advisor was average and was criticised only in minor details. In the middle of 1939, Linhardt was temporarily in the office of SS-Gruppenfuehrer Pohl and there was some discussion of his transfer to Higher SS-Fuehrer in the WV-Main-Office. However, he soon returned to Bayreuth as Gau Economic Advisor. Since late in 1940 Linhardt has held a leading position in the armaments industry as Director of the Weapons Factory Strakowitz in the Protectorate. In this capacity he should have good connections in high industrial circles.

His political development: Linhardt joined the NSDAP on 1 January 1931, receiving membership number 394,691, and is considered completely reliable politically and in his general philosophy of life. Since 1938 he has been Reich- and Shock-Troop-Speaker for the NSDAP. According to the SS-Verordnungsblatt of 15 August 1939 he became Obersturmfuehrer, effective 15 May 1939 - SS-No. 327,481 - at the WV-Main-Office and today has the service rank of SS-Hauptsturmfuehrer. His wife also, a Roepke by birth, formerly a leader in the German Women's Work (Deutsches Frauenwerk) Main Division Maternal Care holds the Insignia of Honor (Ehrenzeichen) of

TRANSLATION OF DOCUMENT NO. NI - 8120
CONTINUED

the NSDAP, is politically very active, and has excellent connections in leading Party circles in Berlin. Linhardt is considered very ambitious but of good character. His social conduct and appearance is excellent and he is extraordinarily talented as a speaker.

CERTIFICATE OF TRANSLATION

I, Louise STUBBS, U.S. Civilian X - 018 162, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the Document No. NI - 8120.

END

TRANSLATION OF THE DOCUMENT NO. NI - 8119
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

Stamp: Pers. Staff RFSS
Registry
File No Secret / 45

The Reichsfuehrer-SS
Personal Staff
Tgb.Nr. 15/6/43 g
Bra/H.

Field-Command Office, 8 July 1943

(Pencil note:) W. 2. 8.

To
Oberfuehrer Kranefuss

Berlin G2.

Schinkelplatz 1

Dear Oberfuehrer,

When SS-Obergruppenfuehrer Pohl was here recently I also discussed with him the proposed admission into the circle of friends of SS-Hauptsturmbannfuehrer Dr. Ludwig Linhardt. The Obergruppenfuehrer does not consider him suitable. SS-Obergruppenfuehrer Berger, with whom I have also talked about the matter, wanted me to call your attention to it. The question now arises, whether or not I should ask the Reichsfuehrer-SS.

Sincere regards and Heil Hitler

(initialled:) R. Br.

SS-Obersturmbannfuehrer

CERTIFICATE OF TRANSLATION

I, Louise Stubing, U.S. Civilian X - 018 163, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the Document No. NI - 8119.

END

Fritz Krandfuss

Stamp: Personal Staff Reichsfuehrer
SS

Registry
File No. Secret/45

Berlin C 2, 10 July 1943
Schinkelplatz 1.
Kr/Ki.

To
SS-Obersturmfuehrer Dr. Rudolf Brandt
Personal Staff of the Reichsfuehrer SS.

(Note:) File, Br.

Berlin / SW 11,

Fring-Albrecht-Strasse 8

Dear Comrade Dr. Brandt,

Many thanks for your letter of the 18th inst., concerning the possible invitation of SS-Hauptsturmfuehrer Dr. Linhardt to the Circle of Friends of the Reichsfuehrer-SS.

I believe that you know me well enough to be able to read between the lines of my letter of 23 June that I have refrained from expressing any opinion of my own and thus from making any recommendation in this case. SS-Obergruppenfuehrer Berger has brought this matter to my attention in his letter of 3 May, and I did not consider myself justified to support or oppose it.

If now SS-Obergruppenfuehrer Pohl for his part has expressed himself against the acceptance of SS-Hauptsturmfuehrer Dr. Linhardt, I share his opinion completely, and if SS-Obergruppenfuehrer Berger wants his "reference" actually to be considered only as a "reference", then I can also for my part consider this matter closed and need not worry about displeasing SS-Obergruppenfuehrer Berger, if this question is not submitted to the Reichsfuehrer SS for his decision.

I hope that you will understand this "diplomatic note".

With cordial regards and

Heil Hitler!

Stamp:
Personal Staff RF-SS
Recd: 11 July 1943
Jnl. PO: 15/6/43g E
To: RF

Yours

(Signature:) Krandfuss

CERTIFICATE OF TRANSLATION

I, Louise STUBBS, U.S.Civ., X-018162, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the document NI-8118.

END

The Ahnenerbe
The Reich Manager

Berlin-Dahlem, 19 May 1942

S/Wo

D / F / 19

NOTE

Re: Circle of Friends of the Reich Fuehrer-SS
Concerning: Phone call of SS-Colonel (Oberfuehrer) KRAEPEL on 19 May 1942

As I have already heard from SS-Major (Sturmabfuhrer) Dr. SCHAEFER on the occasion of his visit to the Fuehrer's Headquarters, SS-Colonel (Oberfuehrer) Kraepfel communicates that the Reich Fuehrer SS plans an enlargement for scientific purposes of his Circle of Friends consisting primarily of economists. Therefore the Curator and Reich Manager of the Ahnenerbe as well as SS-Major (Sturmabfuhrer) Dr. SCHAEFER will be called to the Circle of Friends.

The Circle of Friends generally meets every second Wednesday of the month. The next meeting should take place on 10 June 1942 in Berlin. In the afternoon the Tibet film of SS-Major (Sturmabfuhrer) Dr. Schaefer will be shown; in the evening a simple supper will be served in the "Haus der Flieger". On this occasion, SS-Colonel (Oberfuehrer) Kraepfel will present and introduce the new gentlemen joining the Circle of Friends: Wuest, Sievers, Schaefer.

The invitations for the subsequent meetings will then be sent regularly in writing. In this case, I have stated that a further written invitation could be omitted as I would undertake to inform the comrades Wuest and Schaefer.

(sgd) Si.
SS-Obersturmbannfuhrer

1. Files
2. For the attention of the Curator with reference to information already received by phone call on 19 May 1942
3. SS-Major (Sturmabfuhrer) Dr. Schaefer to note down date 10 June 1942 and arrange that the film should be available.

(signed) SIEVERS
SS-Obersturmbannfuhrer

CERTIFICATE OF TRANSLATION

I, WALTER T. SCHONFELD, ETO No. 34433, hereby certify that I am thoroughly conversant with the English and German languages, and that the above is a true and correct translation of Document No. NID-9101.

24 November 1947

WALTER T. SCHONFELD
ETO No. 34433
U. S. War Department

(E N D)

TRANSLATION OF DOCUMENT No. SI-15203
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

(Trans.note: The following are excerpts from Decision of the Oberster Spruchgerichtshof, Nazi, on the appeal in the Baron von Schroeder, SS-membership case).

Certified Copy.

Doc. No.

3 Sp Sa 301/48

2 Sp Le 417/47 Bielefeld

In the Name of Justice

Criminal case versus

Kurt Fiedler von Schroeder, Banker,
born 24 November 1889 in Hamburg,
residing in Koeln, Stadtteilquartier 35.

charged with membership in a criminal organization.

The 3rd Spruchsenat (Tribunal) of the Supreme Spruchgerichtshof in Nazi/Gestap. has in its session of 17 March 1948, in which participated:

Senatepräsident Dr. Kirchmer,
as Presiding Judge,

Oberlandesgerichtsrat Dr. Geier,
Oberlandesgerichtsrat Scherpenaas,
as Associate Judges,

Oberstaatsanwalt Dr. Fess,
as Public Prosecutor

Secretary of Justice Wolf
as Registrar of the Court,

has decided as follows:

- 1.) Following the appeal of the Prosecution the sentence of the 14th Spruchkammer in Bielefeld of 11 November 1947 is rescinded in regard to the fine pronounced in the penalty as well as the findings underlying this part of the penalty. To this extent the case is referred back for retrial and decision, also in regard to the cost of the appeal procedure, to the 1st Spruchkammer of the Spruchgericht in Stade. In all other points the appeal of the Prosecution is rejected.

(page 2 of original)

- 2.) The appeal of the defendant is rejected. The defendant is charged with the cost of his appeal.

Opinion.

The defendant, a former active officer, later banker by profession, for many years president of the Chamber of Industry and Commerce, later president of the Chamber of Economy Cologne, member of the Aufsichtsrat of numerous industrial enterprises, joined the NSDAP in

March 1933. At the Reich Party Meeting in 1933 he was told orally by Himmler that he had been accepted as an honorary member with the rank of a Standartenfuhrer by the Allgemeine SS. In 1938 he was promoted SS-Oberfuhrer, in 1941 SS-Brigadefuhrer honoris causa. In the judgment against which he appeals, the defendant was sentenced because of membership with the SS to a prison term of 3 months and a fine of 1,500 RM, in substitution one day in prison for each 50 RM. The prison term is considered served through the internment detention. The defendant as well as the Prosecution have appealed against this sentence.

I. Regarding the appeal of the defendant.

The defendant in his appeal contends,

- 1.) that as so-called SS-Ehrenfuhrer (honorary leader) he could not be considered an official member with the SS,
- 2.) that as a member of a criminal organization can be considered only, he who has been active within the organization, and that this has not been true of Ehrenfuhrer of the SS in general and of him in particular,
- 3.) that his conduct cannot be considered unlawful,
- 4.) that the findings in regard to his knowledge of the unlawfulness of his organization are not sufficient and free of error and that the Spruchkammer thereby has neglected its duty to investigate the facts (Par. 245 chapter I StPO),
5. that the findings of the sentence appealed are insufficient with respect to the subjective facts, and especially has it not been sufficiently established that he knew of the unlawfulness of his conduct.

However, none of these complaints is decisive.

(page 3 of original)

At 1.) The legal opinion of the Spruchkammer that the defendant as a so-called Ehrenfuhrer of the SS must be nevertheless considered a genuine SS-member, shows no legal fault contrary to the opinion of the appellant. With this opinion the Spruchkammer concurs with the constant findings of the Supreme Spruchgerichtshof. All the Tribunals of the Supreme Spruchgerichtshof have decided in the affirmative in regard to the membership of honorary leaders (Ehrenfuhrer) with the SS in all cases which have so far come before them for review. Particularly the judgments of the 1st Senate (Tribunal) from 30 Feb. 1948 in the cases against Sellbach - 1 Sp Se 264/47 - Callioco - 4 Sp Se 460/47 - have in a detailed rendering of the opinion stated that the so-called Ehrenfuhrer is fundamentally to be considered a genuine SS-member, likewise the judgment of this Tribunal against Eehto dated 27.2.48 - 3 Sp Se 332/47.- The objections as presented in the appeal of the defendant give the Tribunal no cause to deviate from this constant jurisdiction. Accordingly the relationship of the defendant to the SS, as stated by the findings of the Spruchkammer, which are legally unobjectionable and binding upon the court of appeal, must be judged as genuine membership with the SS. The defendant after his acceptance into the Allgemeine SS as an honorary member received, as is admitted by the appellant, a membership number, paid regularly his membership dues, was promoted to SS-Oberfuhrer in 1938 and SS-Brigadefuhrer in 1941, showed up at special occasions wearing the uniform of his rank, although he never participated in any SS-duties

and was not assigned to any definite SS-Unit, but was registered with the Staff as an assigned leader. To judge this relationship as genuine membership with the SS is unobjectionable.

The question who is to be considered a member of the SS must be decided on the basis of the Nurnberg Judgment in connection with the regulations according to which the SS itself judged the question of membership. The Nurnberg Judgment counts into the SS all "officially accepted members" and of these excludes only the members of the Reiter-SS. Thereby, as is revealed by a remark on P. 303 of the Judgment (official edition), the Tribunal knew of the existence of so-called Ehrenfuhrer. From this remark alone, as must be conceded to the appellant, nothing cogent can directly be inferred in regard to the question of membership by honorary members. For it says that the scientists attached to the research institute "Ahnenerbe" are stated to have been mainly honorary members of the SS. This remark does not say anything directly in regard to the question of the Ehrenfuhrer.

(page 4 of original)

The decision of this question is rather being left open here. It therefore can only be decided on hand of the other statements of the Nurnberg Judgment, therewith is predicated upon the "official acceptance" as honorary members.

Incorrect is the opinion of the appeal that the exempting provision for the members of the Reiter-SS is fundamentally to be extended properly to the Ehrenfuhrer; this provision exempting the members of the Reiter-SS from responsibility is clearly a saving clause. The proper application of saving clauses to similar cases is according to recognized principles of interpretation not in itself to be considered inadmissible but requires in each case a particularly thorough and careful examination and is permissible only if cogent reasons are in its favor. Such are not recognizable. In the present case the proper application would be logically defensible if the existence of "Ehrenfuhrer" had been unknown to the International Military Tribunal. However, since it knew very well of the existence of Ehrenfuhrer, but still not set them apart from the circle of those responsible, the conclusion to the contrary (argumentum a contrario) is already notionably more obvious and convincing. Decisive however is here that contrary to the opinion of the appeal the same intrinsic place for the members of the Reiter SS cannot be seen for the Ehrenfuhrer, justifying the exemption of both from the circle of responsible persons. With the statement that both strengthened the reputation of the SS outwardly, the similarities of their position and importance are already exhaustively enumerated. But while the Reiter-SS was active exclusively in the relatively harmless, even though also not unimportant field of sports, the Ehrenfuhrer customarily took an eminent position in the Public life of the State, the economy or science and enjoyed at home, often also abroad, a particular reputation. As Ehrenfuhrer of the SS they did not only contribute to it splendor and good standing with the outer world. The SS by binding into its organization as Ehrenfuhrer such leading men of public life it rather secured for itself increasingly a determining influence upon all fields of public life relevant to the achievement of leadership and strengthening of power within the State. Reiter-SS and Ehrenfuhrer did by no means have the same importance to the SS, rather a very different one, so that already for this reason it is not permissible to extend the saving clause referring to the Reiter-SS to the Ehrenfuhrer. Rather is it necessary to start from the fact that according to the Nurnberg Judgment the Ehrenfuhrers are also to be considered genuine SS-members, insofar as they have been "officially accepted".

(page 5 of original)

Since the Nuremberg verdict did not hand down a decision on this question, it can only be answered according to the SS organizational provisions. The Nuremberg verdict itself refers to these, in that it makes a member dependent upon "official acceptance". There was no rule that provided that an honorary officer (Ehrenführer) was not to be considered as a real SS member, but had rather a special relationship to the SS. The organizational manuals of the Party for 1937, 1940 and 1943 differentiate only between fully privileged and supporting members. They state expressly that the honorary or rank officers had been eliminated. (Page 428). These regulations can only be interpreted to mean that persons usually described as SS honorary officers are to be considered real and fully privileged SS members. Due to these definite and clear instructions, one can not compare the relationship between an honorary SS officer and the SS, with that of an honorary citizen and the city which honors him or an honorary member of a club and that club. Accordingly, the way the honorary officer was taken into the SS is also not pertinent. As has been admitted in the appeal, the manner in which the defendant was taken into the SS differed from the usual procedure in that the defendant did not apply for admittance and was not then admitted after fulfilling certain requirements, but rather was approached by the SS itself through its Reichsführer, and the defendant allowed himself to be made a member and at least gave his tacit consent through his further behaviour. These differences do not justify a differentiation in arriving at the verdicts, just as in bilateral contracts, be it in the field of civil law or of public law, it does not matter which party instigated the making of the contract and which party makes the first binding declaration.

In view of the clear provisions concerning membership in the SS, as set down in the organizational manual of the NSDAP, it is also immaterial that the defendant did not have to fulfill the usual requirement for admission, such as providing proof of Aryan descent and taking the special SS oath. As the Supreme Spruchgericht has already decided several times, the fulfilling of such requirements can be taken, in individual cases, as a certain indication of real membership and can especially be evaluated in that sense, in a case when the individual seeks admission in the SS on his own initiative. Turned around, however, the lack of these prerequisites does not allow the conclusion that therefore normal membership had not been established. For it is the special mark of the "Führer principle", to which National Socialism in general and the SS in particular adhered, that whoever happens to be the Führer is not simply bound to the orders he himself issued, but that he could deviate from them if he saw fit to do so.

(page 6 of original)

If Himmler, in the case under consideration, found it to be correct and expedient to take the defendant into the SS, although the latter defendant had not previously made application therefore and did not bring proof of his descent or have to take the oath, then this is of no consequence because in a case where the organization obviously, for particular reasons, places no value on the fulfillment of such requirements, when such fulfillment cannot later be made an essential prerequisite to membership.

It is also inconsequential if agencies of the occupation forces have discharged persons, who according to the preceding arguments must be regarded as members of the SS, from internment arrest, so that at any rate they have not been previously brought before the

Spruchkammer. For the administrative practices of these agencies cannot be considered as binding interpretations of the Nuremberg verdict. Since they are governed, in individual cases, by considerations of expediency, they cannot change the binding content of the law, which must be ascertained unambiguously and beyond doubt through a consideration of all the rules of interpretation; they also do not want to do this. In the opinion of the Senate it is also essentially just that honorary officers like the defendant should be considered as real members of the SS. During the reign of National Socialism they gladly and regularly accepted the economic and social advantages connected with their position, and also used the influence they had as SS officers without scruple. Their membership in the SS was not just a matter of form, either for them or for the SS. Therefore they must be looked upon in a certain sense as beneficiaries, and it would be incomprehensible if they were to be treated in a different way than the unimportant SS member, only because he applied for membership and fulfilled certain requirements and conditions to be accepted, which the honorary officer did not usually have to comply with. All of this shows that the Spruchkammer correctly considered the defendant as a real SS member.

To 2.) The contention of the appeal is wrong that the only person who could be considered as a member of a criminal organization is a person who was active in and for the organization, and in this particularly supported those activities of the organization which tended to be criminal. The Supreme Spruchgericht has decided in all of its judgments that a furtherance of the criminal aims of the organization pertained neither to the objective facts nor to the criminal intent of the crime of belonging to a criminal organization. (see the verdicts - 1 Sp Sa 2/47, 1 Sp Sa 52/47 -, 3 Sp Sa 17/47-, -3 Sp Sa 71/47-, 3 Sp Sa 133/47- and - 4 Sp Sa 460/47-).

(page 7 of original)

The objections against this brought forward in the appeal do not give the Senate cause to deviate from the previous decision.

The appeal is already incorrect in its premise that the sentence "in dubio pro reo" must also be taken into consideration in the interpretation of the law. The court is only bound to this principle in the evaluation of evidence. But in the interpretation of the law it must, in the case of doubts that might come up, also resolve those doubts unfavorably for the defendant, if the rules governing interpretation require this (as in Reich Supreme Court Decisions in Criminal Cases, vol. 62, page 372). The question of whether membership in a criminal organization has to be of a special kind to be considered as membership in the meaning of the Nuremberg verdict, must be decided primarily on the basis of this decision. For it was the task of the International Military Tribunal not only to declare certain organizations as criminal under certain circumstances, but it also considered it its task to set up in detail the factual prerequisites that made membership of an individual in one of these organizations a crime. Wording and context of the essential parts of this verdict plainly point to the interpretation that the Supreme Spruchgericht has constantly upheld. Here it must be pointed out, contrary to the view of the appeal, that the question of membership in the 4 organizations declared to be criminal by the Nuremberg verdict, has not been uniformly decided, for well considered reasons. In the case of the Fuehrer Corps of the NSDAP, the Gestapo and the SA, membership is made dependent upon the position a person held. The Supreme Spruchgericht has consistently interpreted this provision to mean that it was not a matter of formal occupancy of a position, but

rather upon the activity which someone exercised in this position, i.e. that membership in the meaning of the Nurnberg verdict is to be denied despite formal occupancy, if the position engendered no activity (compare decision of trial Senate dated 28 October 1947 against Wark - 3 Sp We 1/47- and verdict dated 16 January 1948 against Stoverock - 3 Sp Se III/47-). To be sure, a special activity, directed towards the support and furtherance of the criminality of the organization, can also not be demanded here, because the content of the Nurnberg verdict does not justify such a limiting interpretation.

(page 8 of original)

In contrast to the 3 organizations mentioned before, the Nurnberg verdict does not even make membership in the SS, which is the only issue we are concerned with here, dependent upon the position a person had, but regards all persons as members who were "taken in the SS officially as members." In contrast to the instructions which describe membership in the other 3 organizations, this provision is clear and unambiguous, it will stand no limiting interpretation to the effect that a certain activity, much less an activity that furthered the criminality of the organization at least indirectly, must be added as a further sign.

The reference of the appeal to those persons who, in the case of the Gestapo, have been exempted from punishment, because they only performed subordinate services, already loses all of its power as proof in consideration of the different treatment of membership in the SS and the Gestapo, that has just been presented.

A reason to limit the meaning of the text can also be derived from the General explanations that introduce the arguments concerning the accused organizations. (Nurnberg verdict, official issue page 286 ff.) Neither the acknowledgement of recognized legal principles, nor the remark that criminal guilt is a personal one, nor yet the sentence quoted by the appeal that mere membership was not sufficient to be subject to the verdict, can be used in this sense. For in direct connection with these statements the Nurnberg verdict requires further that the member must have gained knowledge of the criminality of his organization and that he can not have been made a compulsory member by the State. Had the International Military Tribunal been of the opinion that an additional certain activity were necessary, nothing would have been easier than to express this limitation also. In this connection this must be considered: The criteria for the culpability of the individual members of the organizations were strongly contested during the trials, even Control Council Law No. 10, article 11, subsection 2c mentions the conception "of taking a consenting part", and the Nurnberg verdict itself has declared that in the case of the Fuehrer Corps, Gestapo and SS, the possession of a certain position, and for all of the organizations the knowledge of the member of the criminality of his organization and his voluntary entry into it, are elements of the crime. But in that case the circumstance that the Nurnberg verdict did not demand, in the case of the SS, an activity that furthered the organization or even went so far as to support its criminality, allows only the one conclusion that the limitation demanded by the appeal does not correspond to the will of the International Military Tribunal.

(page 9 of original)

Likewise, nothing to the contrary may be inferred from the history of the origin of the Nurnberg Verdicts, contrary to what the appeal maintains. Since the Nurnberg Verdict is, just as any law, to be

interpreted according to the intentions of its originators, its history may certainly furnish some utilisable clues for the correct interpretation. The same thing applies, as the appeal rightly emphasizes, to the statements of the Chief Prosecutor Jackson, the more so if the different position of the prosecutor in the Anglo-Saxon criminal procedure is taken into consideration. But in determining the importance of the history of the origin for the interpretation of the legal provisions in question, it must be considered that the wording and context have an absolutely unambiguous and clear meaning. If any restrictive interpretation could be justified by the history of the origin, the arguments to be found therein would have to be unanswerable. But nothing of the kind can be detected. In particular, the statement of Chief Prosecutor Jackson, that there might be cases in which membership had been of no assistance for the aims and purposes of the organization nor aided and abetted them, can as little justify such a restriction as his statements about the SA Reserve. Apart from the fact that it is doubtful whether the Tribunal acceded to these statements to their full extent, his explanations may easily be interpreted as meaning that as a rule the very membership in itself aided and abetted the aims and purposes of the organization, while those cases in which this was not so, were the exception. This conforms exactly to the opinion of the Supreme Spruchgerichtshof, which, in its constant practice, decided that in cases in which the member had continuously worked against the criminal aims of the organization, this obviously non abetting then, illegality of the act and thereby punishableness cease to exist altogether.

Finally, the appeal is wrong in maintaining that its legal opinion is backed by preponderant intrinsic reasons, and that the legal opinion of the Supreme Spruchgerichtshof resulted in making a crime out of a formal police offense. It must be taken into consideration that National Socialism was a mass movement and was not thinkable without the masses. Likewise, the essence of their organizations was concentration of masses, the concentration of a multitude of forces as they were available which were then utilized by the men in power. That mass was composed of many single individuals, each of them being part of it, and forming and strengthening the mass by his membership. By that he was available for the organization and useful to it. As long as the member was not aware of the criminal activity of his organization, a certain possibility might subsist that he might rebel against being called in to the commission of crimes. But if he remained in the organization in spite of such a knowledge, this possibility has in the average case, ceased to exist.

(page 10 of original)

Then membership purported - since each member of the organization could be expected to be, at any moment, entrusted with carrying out criminal purposes - in fact a furtherance of the criminal aim of the organization, and thereby, if not yet aiding and abetting the crime within the meaning of section 49, criminal code, in any case an action of aiding and abetting sui generis, which justified making the member answerable according to penal law. Therefore, consent cannot be denied to the appeal, when it states that with the crime of belonging to an organization it was intended to create a penal law applicable to potential perpetrators of, or accessories to, a crime against humanity. It was the task of the legislator to draw a border-line between those potential perpetrators and accessories and those not implicated, in this case the task of the International Military Tribunal. This border-line the Tribunal drew, as far as the SS was concerned by including any member into the circle of the

responsible ones who remained in his organization after learning of its criminality. The fore-going argumentation shows that a ruling of this kind was, contrary to the defense, not lacking some intrinsic justification. It should be pointed out, incidentally, that such a penal provision is not at all a new thing in German criminal law. It is, in this connection, appropriate to mention section 4, number 7 of the law for the Protection of the Republic of 1923, which contained the concept of participation in an organization dangerous to the State. In interpreting this provision, the judicial practice recognized that the crime was completed by membership in such an organization with knowledge of its dangerousness, and that the criterion was neither furtherance, nor any activity, nor approval of the aims of the organization. (Reichsgericht decisions in criminal cases Vol. 58, p. 401).

Finally, the correctness of this opinion cannot be invalidated by pointing to the judgment of the American Military Tribunal No. 11 of 3 November 1947 in the so-called Pohl Trial. In trying to back its opinion by referring to this judgment, the appeal starts from the presumption that this judgment is correct. Whether this is so, may be left an open question. That the judgment in the Pohl Trial, in particular the acquittal of the defendant Vogt, cannot have a decisive bearing upon the question of membership in a criminal organization, is shown by the following argument:

The judgment in the Pohl Trial is based on an evaluation of evidence, which cannot possibly be re-examined. Evaluation of evidence, done by a different law-court, has altogether never a binding effect. Besides, the judgment in question is the judgment of an American Tribunal, consequently not of a Tribunal of the United Occupation Powers, nor that of an English Tribunal,

(page 11 of original)

and without any need to examine the question whether the Spruchgerichte could legally be bound by the interpretation an English occupation Tribunal applies to the Nuremberg Judgment. In addition, the acquittal of the defendant Vogt is based on a principle of procedure inherent to Anglo-Saxon Law. Anglo-Saxon rules of procedure ignore any obligation of the Court of clarification of facts, as is provided in Section 245, Paragraph 1 Code of Criminal Procedure, but instead only the obligation incumbent to the Prosecution to prove its allegations. That means that in a trial any defendant is considered innocent by the Court, unless the Prosecution has proved the guilt of the defendant beyond reasonable doubt by means of objective and credible evidence. Finally, it must be pointed out that in the meantime in the so-called Justice Case the judgment of another American Tribunal characterized the individual criteria of the crime of belonging to a criminal organization just in the same manner as the Supreme Spruchgerichtshof. In this trial, the defendant Altstoetter as SS-Fuehrer was convicted for his membership in the SS. The judgment says, after stating that the defendant was in fact an SS member, that all that mattered was to find out whether or not he was aware of the criminality of the organization. This question is answered positively in conformity with the results of the evidence. Apart from the membership and the knowledge of the criminality of the organization the judgment does not insist on the presence of any furtherance or any other criterion. Although it is not of decisive importance, this judgment shows in any case that the contradiction between the legal opinion of the Supreme Spruchgerichtshof and the legal opinion of American Military Tribunal does, in reality, not exist at all.

In conclusion, the Chamber does not feel bound to depart from the continuous judicial practice of the Supreme Spruchgerichtshof as far as the question of membership is concerned.

.....
(page 20 of original)
.....

(Off. Seal)
Supreme Spruchgerichtshof, Hamm
Westphalia

Certified true copy
Hamm (Westf.), 5 April 1948
(Signature) Wolf
Just. Secr.
as Registrar

CERTIFICATE OF TRANSLATION

We, Adolph Lusthaus, ADO # E 398010, Joseph E. Gosser, ADO # E 397993, Robert Hoffmann, ADO #30162, hereby certify that we are duly appointed translators for the German and English languages and that the above is a true and correct translation of Spruchkammer decision.

(signature): Adolph Lusthaus
Adolph LUSTHAUS
ADO #E 398010

(signature): Joseph E. Gosser
Joseph E. GOSSER,
ADO # E 397993

(signature): Robert Hoffmann
Robert HOFFMANN
ADO #30162

END

MILITARY TRIBUNAL NO. *
CASE NO. *11*
Prosecution Document Book No. —

Rebuttal Prob 93

Engl.



INDEX TO PROSECUTION DOCUMENTS BOOK 22

CASE VI - COURT III C - AUSCHWITZ

(Rebuttal Book No. II)

NOTE: The Prosecution has offered evidence showing various defendants such as Ambros, Buetefisch, Krauch, Duerrfeld, etc. actively procuring concentration camp inmates for the construction of I. G. Auschwitz and Puerstengrube. The Defense, particularly as indicated by the scores of affidavits which were introduced in its Auschwitz case, have tried to show that because of the Goering Order, inmates would have been assigned whether or not they requested them and that Farben was compelled by the Order to take inmates. The following documents are offered to show that the Goering Order itself was issued at the special request of the defendant Krauch; that at least the defendants Ambros, ter Meer and Duerrfeld were fully aware of this fact as early as 25 February 1941; and that there was not the slightest element of compulsion involved in the use of inmates at I. G. Auschwitz.

| Document Number | Exhibit Number | Description of Document | Page in: Document Trans- cript |
|--------------------|-------------------|--|--------------------------------------|
| VI-11,938 | | Secret letter dated 25 February 1941, written by Krauch to Ambros. On the face of the letter appears the handwritten distribution to ter Meer and Duerrfeld. | 1 |
| | | Krauch states that on his request the Reichsmarschall Goering issued special orders to the highest government offices (Goering Order issued exactly one week earlier to Reichsfuehrer SS Himmler) underlining the importance of the priority to be given to the I.G. Auschwitz Buna plant in making labor available. | |
| VI-15,248 | | Report by Duerrfeld of the discussion of the Camp Commandant of the concentration camp Auschwitz on 27 March 1941. This discussion is the follow-up of the preliminary discussion which took place in Berlin on 20 March 1941 between Buetefisch and Tolff. | 3 |
| | | During the discussion which was held on a "very friendly note, the concentration camp showed its willingness to assist in the construction of the plant as far as it could." | |
| | | Duerrfeld reports on the following agreements made with the concentration camp Auschwitz: | |
| | | "1. Herr Faust asked for about 1,000 unskilled and skilled workers for the current year, if available. The camp can provide this number without any further preparations. | |



| Document Number | Exhibit Number | Description of Document | Document Book | Page in: Transcript |
|-----------------|----------------|--|---------------|---------------------|
| NI-15,148 | | "2. Next year's requirements were given as approximately 3,000 inmates. The concentration camp will be able to provide this number if the accommodation necessary for increasing the present number of inmates in the camp, 8,000, is provided..... | | |
| | | "Additional quarters are at present being built in the camp (concentration camp Auschwitz), but are being held up by the lack of steel reinforcements for the floors and ceilings. We undertook to see whether we could help the camp (concentration camp Auschwitz) to obtain this more quickly. (Priority and delivery question.) | | |
| | | "3. It is quite possible to provide additional workers in excess of this total since the camp (concentration camp Auschwitz) is to be extended to hold about 30,000 inmates. The decisive factor for the speed at which this can be done is the procurement of iron and of the necessary number of Gaps. These Gaps (foremen and other skilled workers) are being selected from amongst the professional criminals and are to be transferred from other concentration camps to Auschwitz. | | |
| | | | | |
| | | "6. It would not be practicable to employ prisoners of war at the same time, at least not during the current year, because the required number of workers can be provided in full by the camp (concentration camp Auschwitz).... Summary. The entire proceedings took place in cordial agreement. Both parties expressed a desire to give each other every possible assistance. The camp commandant, for instance, put all the workers in the camp (concentration camp Auschwitz), the camp doctor, ambulances, if necessary, even transportation at our disposal in case of emergency until the construction site is operating properly." | | |
| NI-11,787 | | Circular letter dated 3 April 1941. Circular states that the Reich Office for Economic Development (Arnach) has ordered building of the fourth Buna plant in Upper Silesia and that after special investigation the Auschwitz site was chosen. | | 8 |

| Document Number | Exhibit Number | Description of Document | Page in Document Book | Transcript |
|-----------------|----------------|-------------------------|-----------------------|------------|
|-----------------|----------------|-------------------------|-----------------------|------------|

NI-11,787
Cont'd.

Circular states further that in accordance with the letter of Krauch, 25 Feb. 1941 (see NI-11,935 above), the Auschwitz plant is to have the highest priority and that all state and SS offices which have any task to perform in connection with the building of Auschwitz have received orders to assist the construction in every conceivable way.

The Prosecution offered evidence showing the condition and treatment of concentration camp inmates. The Defense has attempted to show, among other things, that after the first two bad years there was some improvement due to the efforts of the I.G. construction management. The Prosecution now offers in rebuttal the following documents which show that the initiative for better treatment of inmates came directly from the highest levels of the SS.

NI-10,815

Letter dated 23 December 1942 from the SS Main Office to Chief Physicians of concentration camps Dachau, Sachsenhausen, Buchenwald, Neuengamme, Auschwitz, Ravensbrueck, Flossenbuerg, etc., with copy to camp commanders.

Current list of arrivals and departures in concentration camp shows that out of 136,000 arrivals, about 70,000 have died. With such a high death rate, the number of inmates will never reach the level decreed by the Reichsfuehrer SS. The chief physicians must see to it with all the means in their disposal that the death rates in the individual camps are substantially reduced. The camp physicians have to watch to a higher degree than before the nutrition of the inmates..... and to submit to the camp commanders suggestions for improvement. Furthermore, the camp physicians have to see to it that working conditions on the various sites are being improved as far as possible..... The Reichsfuehrer SS has ordered that the death rate definitely has to decrease. For this reason this order is being issued and, as of 1 February 1943, measures taken are to be reported monthly to the Chief of Amt D. III."

NI-15,251

This consists of two documents:

1. An announcement by the SS Command that in order to increase the efficiency and ambition of the inmates, the firms may pay premiums to them. At the bottom of the announcement, the handwritten notation of the management (Duellberg, Rustefisch witness) states that the SS suggestion should be carried out but care should be exercised that only those inmates who really earn it should receive the premium.

| Document Number | Exhibit Number | Description of Document | Page in: Document Book | in: Trans- script |
|----------------------|-------------------|--|------------------------------|-------------------------|
| MI-15,251 Cont'd. | | 2. The second page of the document, written by the management of Puerstengrube, shows how the premium system is being carried out. It states "Of course only the really diligent inmates are to be considered and, besides, in the beginning, about 5% of the inmates." Thus the construction management not only strictly construes the SS permission to give premiums but arbitrarily limits those able to receive them to 5% although the SS announcement had no such limitation. | | |
| MI-10,818 | | <p>The camp commandant at Auschwitz, in an order directed to concentration camp Auschwitz III, Monowitz, dated 2 February 1944, calls attention to the fact that the firms are not giving the inmates the benefits suggested by the SS. The letter states:</p> <p>"5. Special privileges for prisoners - Bonuses. It is evident from reports concerning the labor situation that various armament firms, which employ prisoners, pay them very small bonuses. Some camps were altogether excluded from these payments. The camp administrations will find out immediately why in January 1944 the payment of these bonuses was so low or was not effected at all. As soon as the reports are received by me, I shall personally take up the matter with the firms or contractors concerned."</p> | | |

The following group of documents are excerpts from Weekly Reports of the construction management of I.G. Farben Auschwitz and are offered in rebuttal on the following points raised by the Defense.

1. That the defendants Ambros, Bostefisch and Durrfeld did not necessarily receive all the Weekly Reports;
2. That because of the Goering Order inmates were automatically assigned. (See first group of documents above.)
3. That the relationship with the SS was purely formal and business.
4. That the defendants opposed the severe punishments administered to workers.

| Document Number | Exhibit Number | Description of Document | Page in: | |
|-----------------|----------------|--|---------------|------------|
| | | | Document Book | Transcript |
| VI-15,152 | | Note to Ambros and Bostefisch, dated 25 November 1941, setting forth precisely who receives copies of the Weekly Reports and how they are handled. | | 18 |
| NI-15,253 | | Excerpts from Weekly Reports Nos. 29, 30, 31/32, 50, 64/65, 74/75, 82/83, 116/117. | | 21 |
| NI-15,256 | | Excerpts from Weekly Reports Nos. 8, 33, 42, 54, 76/77, 73/79, 90/91, 94/95. | | 24 |
| NI-15,254 | | Excerpts from Weekly Reports Nos. 13, 26, 56, 64/65, 72/73. | | 31 |
| NI-14,207 | | Affidavit of Martin Rossbach, chief of I.G. Farben Auschwitz Social and Personnel Div., responsible directly to Durrfeld and directly superior to Helmut Schneider (first witness to appear before the Tribunal for Durrfeld). | | 36 |
| NI-9809 | | Affidavit of Reinhard Heidebrock, chief of Assembly Section of Chemical Equipment for Fuel Distribution and Technical Construction at I.G. Auschwitz, directly responsible to Durrfeld; and author of the monthly construction conferences. | | 48 |
| NI-11,643 | | Affidavit of Gustav Murr, Chief Construction Engineer at I.G. Auschwitz (prior to arrival of Faust); deputy superintendent of buildings, working under Faust; later plant architect for Buna division; later head of Tressendorf chalk factory (I.G. subsidiary near Auschwitz). | | 56 |
| NI-9817 | | Affidavit of Rear von Baarenfels (former Austrian Minister of the Interior and Vice Chancellor); under Rossbach in Social Personnel Department of I.G. Auschwitz. | | 60 |
| NI-15,127 | | Affidavit of Theophil Jastrzenfeld, personal chauffeur of Durrfeld. | | 67 |

The Prosecution has introduced evidence showing mistreatment of foreign workers by the I.G. Farben construction management. Defendant Ambros, in his direct testimony, Tr. p. 7870, pointed out that Farben attempted to help the foreign workers by equipping their barracks with the necessary glasses and were reimbursed and fined for the attempt by the authorities. The Prosecution now offers the following documents in evidence which show that the transaction involved had nothing whatever to do with equipping the barracks of foreign workers but was intended solely and exclusively as a luxury for the German employees so that they would not sink to the "level" of the surrounding Poles.

| Document Number | Exhibit Number | Description of Document | Page in: Document Book | Transcript |
|-----------------|----------------|---|------------------------|------------|
| NI-15,248 | | Letter of 16 Sept. 1941 from Ludwigshafen to Auschwitz, with distribution to Ambros and Santo. | | 70 |
| NI-15,249 | | Enclosure letter of 10 Sept. 1941 of the Office of the Four Year Plan, Goebbeln, signed by Obenaus, and directed to I.G. Farben Ludwigshafen. | | 71 |
| NI-14,490 | | File note of 20 Sept. 1941 re: meeting in Reichs Ministry for Armament and Munitions. Duerfeld present. | | 72 |
| NI-14,491 | | Letter of 22 Sept. 1941 to Reichs Ministry of Armament and Munitions from Ludwigshafen, signed by Ambros and Santo. | | 74 |
| NI-15,245 | | Letter of 27 Sept. 1941 directed to the Reichs Ministry for Armament and Munitions, signed by Minister Dr. Todt, fining I.G. Farben 50,000 RM for misuse of Army priority number. | | 77 |
| NI-15,246 | | Teletype message of 6 Oct. 1941. Prof. Krueck decided that the fine should be paid at once. | | 78 |
| NI-15,247 | | Letter of 3 Oct. 1941 written in Berlin and signed by Helvert, regarding purchase of liquor glasses. | | 79 |
| NI-15,250 | | Santo survey of incidents concerning liquor glasses, 13 Oct. 1941. Distribution of survey to Ambros, Duerfeld and Bisfeld. | | 81 |

Ministerpräsident
Generalfeldmarschall-Georg
Plenipotentiary for the Four Year Plan
The Plenipotentiary General
for Special Questions of Chemical Production

Berlin W 9 25 Feb 1941
Sagelstrasse 126
Telephone 120046
Teletype K 1-113
Cable Address: Gochowen

(Stamp)

Office Dr. Lohs
Received 26 Feb 1941
No. 43

Ref. Chem. I 65
Dr. Sto/lt
Journal No. 1522/41g

EXPERIMENTAL (stamp) 5/249

(stamp)

SECRET

1. This is a State Secret under Para. 68 of the Legal Code.
2. Transmittal only under cover to be sent registered through the mail.
3. To be safeguarded under responsibility of recipient under lock and key.

Subject: Buna Plant Auschwitz

(pencilled Note) for Dr.

Eysmann / Santo

Faust

Each 2 x

I. G. FARBWIRTSCHAFT A.G.

Attn: Mr. Dr. Lohs

c.v.i.h.

File B IV

Siefold

Heidebrook

Durrfold

Ludwigshafen, Rhine

Your building project is part of the most important supply basis of our economy. In the new arrangement of priority stages ordered by General Field Marshal Keitel, your building project has first priority. Details and regulations for its execution will be sent to you later by my offices. At my request, the Reichsmarschall issued special decrees a few days ago to the supreme Reich authorities concerned, in which he again particularly emphasized the urgency of the project, and is constantly devoting his particular attention to the progress of those tasks of military economic production which have been entrusted to your care. In those decrees, the Reichsmarschall obligated the offices concerned to meet your requirements in skilled workers and laborers at once, even at the expense of other important building projects or plans which are essential to the war economy.

(page 2 of original)

In the face of such special emphasis on the importance of your task, I expect you therefore, of your own accord, to do everything within your power to start production as quickly as possible without regard to expense of any kind whatever. In the case of plants in operation I expect you, just as relentlessly, to do everything within your power to obtain the maximum output from your enterprise. Should you be confronted by difficulties of any kind to prevent a complete exploitation, I request you to inform me immediately.

Since it is to be expected that you will shortly be allotted the necessary workers, I ask you to make all the necessary preparations to make the workers assigned and to employ them usefully. It must never happen that, for some reason, you show delay in employing the workers assigned, either because they do not include as many skilled workers as you would wish or because of lack of housing.

(page 2 of original, cont'd.)

I request you to negotiate with the social welfare authorities, in particular with the Trustees of Labor so that, if necessary, you can speed up the completion of your construction project by granting extra rations for efficiency, increasing working hours, employing a greater number of women.

I request you to employ every means to see that your enterprise fulfills all the demands put on it in this fight to the finish.

I request you to inform all those who work with you and who are in position of authority of the fundamental points of my letter, emphasizing the importance of the task, and I beg you to make an appeal, in due form, to the whole of your personnel as well as to the party agencies, and urge them to make a renewed effort.

Heil Hitler!

(signature:) Dr. G. (illegible)

CERTIFICATE OF TRANSLATION

I, LEO KATZ, ACP No. 165777, her by certify that I am thoroughly conversant with the German and English languages and that the above is a true and correct translation of Document No. HI-11936, the original of which is in the German language.

LEO KATZ
ACP No. 165777

(Transl. Note: illegible handwritten
marginal note: Dir. Dr. Eymann/o.i. Santo)

Duo.

Leverkusen, 30 March 1941, Gs.

Report of Visit

Discussion with the Camp Commandant of the Concentration Camp
near Auschwitz on 27 March 1941, 1500.

Present: Sturmbannführer Hoesse, Camp Commandant

" Kraus, chief of administration of
concentration camps, Oranienburg

Hauptsturmführer Burboeck, officer in charge of the
assignment of inmates, Berlin-Lichterfelde

and several Obersturmführer and Sturmführer,
officers in charge of the special questions under
discussion.

Obering. Faust, Ludwigshafen/Dyhernmuth,

Dipl. Ing. Floeter, " "

Ing. Murr, " "

Dr. Duerrfeld, Leuna.

Purpose of discussion:

After the preliminary discussion, which took place in Berlin
on Thursday, 20 March, between Dir. Dr. BUETEFISCH and Ober-
gruppenführer WOLF, in the presence of Oberführer Gluecks-
Oranienburg (inspector of concentration camps) and Leerner-
Berlin (inspector of the assignment of inmates), the details
of the ways and means in which the concentration camp could
assist in the construction of the plant, were to be discussed.

General:

It should be stated beforehand that the discussion was held
on an exceedingly objective and yet very friendly note.
The concentration camp showed its willingness to assist in the
construction of the plant as far as it could. The discussion
was followed by a thorough inspection of the camp with all its
installations and workshops.

Agreements:

1. Herr FAUST Asked for about 1000 unskilled and skilled workers for the current year, if available. The camp can provide this number without any further preparations.
2. Next year's requirements were given as approximately 3000 inmates. The concentration camp will be able to provide this number if the accommodation, necessary for increasing the present number of inmates in the camp, 8000, is provided.

Additional quarters are at present being built in the camp, but are being held up by the lack of steel reinforcements for the floors and ceilings. We undertook to see whether we could help the camp to obtain this more quickly (priority and delivery question).

3. It is quite possible to provide additional workers in excess of this total, since the camp is to be extended to hold about 30000 inmates. The decisive factor for the speed at which this can be done is the procurement of iron and of the necessary number of Capos. These Capos (foremen and other skilled workers) are being selected from amongst the professional criminals and are to be transferred from other concentration camps to Auschwitz.

- page 2 of original -

This program is being carried out.

4. A direct route over the Sole south of Auschwitz to the works area was suggested for bringing the inmates to the building site. The concentration camp is building a bridge for this purpose. A narrow-gauge railroad is to be laid over the same span so that the inmates can be transported to and from the building site by this light railway. Both parties are to try to obtain the necessary rails.
5. The working time is to be in accordance with the season and can be provisionally fixed at 10-11 hours in summer and at least nine hours in the winter. The output is estimated at 75 % of that of a normal German worker. A payment of 3 RM per day for unskilled workers and 4 RM per day for skilled workers is to be made for each inmate. This includes everything, such as transportation, food etc., and we will have no other expenses for the inmates, except if a small bonus (cigarettes etc.) is given as an incentive.
6. It would not be practicable to employ prisoners-of-war at the same time, at least not during the current year, because the required number of workers can be provided in full by the camp.
7. The number of skilled workers available in the camp is very small, so that we cannot count on them for the construction of the plant. There are however already quite a number of skilled workers who have been trained there. At present

the camp management is very much occupied in training skilled workers for all the trades required for the building in consideration of our construction project. A number of workshops are available for this purpose, but they are still too small and primitive.

The locksmiths and carpenters only have one large, primitive hut each, in each of which about 100 men are working. It is planned to have the carpenter shop in a large, fairly old building which is available, in which about 500 men could work. The wood processing machines required for the workshop have been ordered, but deliveries are very slow. In this respect too our assistance is required. The locksmiths', tinsmiths' and saddlers' workshops etc. are all to be extended still more.

8. Shoe repair and tailor shops are also available, and the work for the construction crew could also be handled by them.
9. At the present the camp is supplied with power by Siem-Wodna by means of an overhead line through the city of Auschwitz. A special connection for the camp has already been arranged with the Hermann-Goering Mine Bressize. The mine is to move the overhead line and pay the cost of this. A price of 4 Pfg. per kWh is based on this. It would be best to connect the construction circuit of the Auschwitz plant to this new line which is going to be moved; a more powerful cable as far as the concentration camp now becomes necessary. The concentration camp will let us know the arrangements so far and its power requirements so that IG Ludwigshafen (Herr Rasche) can make new arrangements with the Hermann Goering Mine and the concentration camp with regard to power for our construction-project.
10. The concentration camp is at present obtaining the gravel by means of three dredgers in the Sola which are available. The gravel is supposed to be very suitable. The concentration camp is able to cover the work's requirements completely. The concentration camp would supply the gravel

- page 3 of original -

sorted, freight paid to the construction site. The following prices were given for delivery to the platform at the place where the gravel is obtained:-

| | |
|---------------------------|------------------------|
| 0-30 mm grains | 2.70 RM per cubicmetre |
| 0-5 " " | 3.50 " " " |
| 3-7 " " | 3.30 " " " |
| 7-30 " " | 2.80 " " " |
| gravel f. railroad tracks | " " " |
| 7-50 " " | 5.50 RM " " |
| gravel f. filling | " " " |
| 0-200 " " | 1.00 " " " |

The concentration camp would also undertake to deliver the gravel to the construction site by means of the light railway mentioned above, at a price which would have to be fixed.

12. The feeding of the workers who are to be cared for in the plant's own camp could be assisted by deliveries of potatoes and vegetables. The delivery of meat is out of the question for this year. If necessary, food could be supplied to the building site for the firm's workers for the time being, until our own kitchen is finished.
13. The camp management thinks that the water supply of the concentration camp could come from wells south of the camp. A firm, Gaul of Darmstadt, far from the National Institute of Hygiene in Beuthen (Prof. Lentze) are being sent to Leuna. The sewage is to be drained off into the Sala through a biological-mechanical purification installation. It was agreed that the purified sewage should either be drained off into the Sala 500 m upstream (transl.note: handwritten: downstream?) from our take-in point or else into the Wistula.
13. Camp Commandant Boese advised that care be taken in the assignment of ethnic German workers. A branch office of the Stapo (State Police) Bielitz is to be established in Auschwitz for the workers which are to be taken over by the works.

Summary:

The entire proceedings took place in cordial agreement; both parties expressed a desire to give each other every possible assistance. The Camp Commandant for instance put all the workers in the camp, the camp doctor, ambulance, if necessary even transport, at our disposal in case of emergency, until the construction site is operating properly. It was agreed that when new questions arise, a similar meeting should be held. The advance detachment of the construction management, under Herrn Murr, was particularly advised to apply to the adjutant of the Camp Commandant, Hauptsturmfuehrer Frommhold, whenever necessary.

(signature) Duerrfeld.

Distribution:

| | | |
|---------------------------------|---|--------------|
| Dir. Dr. Ambros | } | Ludwigshafen |
| Dir. Dr. Eymann, Obering. Santo | | |
| Obering. Faust | | |
| Dr. Eisfeld | | |
| Dr. Mach | | |
| Dipl. Ing. Reidebrook | | |

TRANSLATION OF DOCUMENT NI-15148
Office of Chief of Counsel (cont.)

Dir. Dr. Bueteftach/Dr. v. Stein)
Dir. Dr. Sauer/Dr. Stroheck
Dr. Duerrfeld
Dr. Bruns
Obering. Klink
Dr. Hoopke
Dipl. Ing. v. Lom

Morseburg

CERTIFICATE OF TRANSLATION

I, D. L. GALEWSKY, herewith certify, that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of document NI-15148.

D. L. GALEWSKY
ETO 34079
OFFICE OF CHIEF OF COUNSEL
FOR WAR CRIMES

- End -

TE/El-Moh/Flle

Ludwigshafen, 3 April 1941 L.

C i r c u l a r

(stamp): CONFIDENTIAL

Re: Buna Plant IV.

The Reich Office for Economic Development in Berlin has given an order to I.G. Farbenindustrie A.G. Ludwigshafen for the erection in Upper Silesia of a further plant for the production of buna. After thorough investigation a site was chosen between Auschwitz and Monowice on the line Auschwitz-Krakow as the best place for the plant. According to an express letter, dated 25 February 1941, from the General Plenipotentiary for Special Questions of the Chemical Production, Professor Dr. G. Krauch, this plant belongs to the most urgent building projects and all available means are to be used to get it ready as quickly as possible. All the state and SS agencies which perform specific tasks in the area round Auschwitz have received instructions to assist the building project in every conceivable way.

The number of the Wehrmacht order is : 4021-1501.

A large quota of iron for machinery has been made available under the control number Wrex 1531 including iron of this category with the mention "Special priority SS", and also a quantity of building iron under the control number Wrex OB Building II 1501. As regards construction the project is given priority O. It has been entered in the table of recognized Wehrmacht building projects under the number OB Breslau 3.

The new plant is to be known as:

"I.G. Farbenindustrie Aktiengesellschaft plant Auschwitz".

In addition to the buna plant it is planned to set up further installations in the new factory, primarily for the consumption of Schmelzkoks (coke produced by process of slow carbonization) and Schmelzteer (tar produced by similar process). Ludwigshafen will take over the buna part and the Leuna-Werke the Schmelzkoks and Schmelzteer plants.

(page 2 of original)

Obering. Dr. Ruerrfeld will draw up the overall plans. Planning for the buna section will be undertaken in construction office Buna Ludwigshafen 389. The planning of the technical work for the plant in general and for buna will be carried out in construction office Construction Ludwigshafen 10. The persons responsible are listed in the table of organization, enclosure 1.

(signature): Eymann

CERTIFICATE OF TRANSLATION

I, DOROTHY PLUMMER, USFET #482, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. HI-11787.

DOROTHY PLUMMER,
USFET #482.

END

TRANSLATION OF DOCUMENT No. HI-10815
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

COPY

SS-Economic and Administrative Oranienburg, 23 Dec. 1942
Main Office
Unterguppe D- Concentration Camps
D II/12. 14 h/kl/12.42 illegible initial/ly

Subject: Medical Service in Concentration Camps.
Reference: none
Enclosures: 11

SECRET

To the Chief Physicians of the Concentration Camps at
Dachau, Buchenwald, Neuengamme, Mauthausen,
Ravensbrück, Flossenbürg, Lublin, Stutthof, Gross-Rosen,
Niederzengen, Katzeviller,
Hinz....., Mor....., Herzogenbusch, Mauthausen.

COPY TO CAMP COMMANDERS.

Enclosed please find a list of the current arrivals
and departures in all the concentration camps for your
information. This list shows that of 136,000 arrivals
about 70,000 have died. With such a high death rate
the number of inmates will never reach the level decreed
by the Reichsführer-SS. The chief physicians must see to
it, with all the means at their disposal that the death
rate in the individual camps is substantially reduced. The
best physician in a concentration camp is not the one who
believes that he must excel by unwarranted rigour, but the
one who by supervision and exchange between the individual
working places keeps the working capacity at the
highest possible level. The camp physicians have to watch to
a higher degree before the nutrition of the prisoners and,
in accord with the administrative agencies, to submit
to the camp commanders suggestions for improvement.
These, however, must not only be theoretical, but must regu-
larly be checked on by the physicians. Furthermore, the
camp physicians have to see to it that working
conditions on the various sites are being improved as
far as possible. For this purpose it is necessary that
the camp physicians by inspecting the sites on the
spot check on the working conditions personally.
The Reichsführer-SS has ordered that the death rate

TRANSLATION OF DOCUMENT No. NI-10815
----- CONTINUED -----

(page 2 of original)

definitely has to decrease. For this reason,
this order is being issued and as of 1 February 1943
measures taken are to be reported monthly to the
Chief of Amt D III.

Signature illegible
SS-Brigadefuehrer and Generalmajor of
the Waffen-SS

Polish seal

Certified true copy

Signature Jan SEHL
Sedzia Okregowy Slodoway

Jan SEHL

CERTIFICATE OF TRANSLATION

9 October 1947

I, Hans NICHTENHAUSER, Civ. No. 20113, hereby certify
that I am a duly appointed translator for the German
and English languages and that the above is a true
and correct translation of the document No.
NI-10815.

.....
Hans NICHTENHAUSER
Civ. No. 20113

TRANSLATION OF DOCUMENT No. NI-15251
OFFICE OF CHIEF OF COUNSEL FOR
WAR CRIMES

To the
Altamago (old plant) Fuerstengrube

Fuerstengrube, 12 Oct
1943

(rubber stamp):
Fuerstengrube
14 October 1943

N o t i c e

(rubber stamp):
Fuerstengrube
18 October 1943

Subject: Bonus payment to inmates in protective custody.

According to regulation of the Reich Minister of Labor, a worker in confinement (inmate) may be paid bonuses up to four marks per week.

In order to increase the output and willingness to work of the inmates it is left to the discretion of the firm to pay a bonus up to four marks to those detainees who try to achieve an above average output. In order to keep strict control and exact records I order the following:

If the firm wants one of the inmates to receive a bonus, the firm will make the following report at the end of the week to the camp commandant:

"The firm transmits to detainee No. 140 746 a bonus coupon of 1 mark, or 2, 3, 4 marks, for special achievements."

If several inmates are to be given bonuses, I ask that the serial number of the inmates be set down in a letter. The bonus coupons are in my possession and I will hand them to inmates in a special manner.

The inmates have an opportunity to buy articles of necessity in the camp canteen with these bonus coupons, such as shoe shine equipment, tooth brushes, tooth powder, tobacco, cigarette paper, etc.

Since the inmates have no other money available, this coupon is a particular incentive for work.

At the end of every month a bill will be presented to the firm together with a submission of the applications for granting the bonuses and the receipt signed by the detainees.

Heil Hitler
(signature): illegible

SS-Hauptscharführer
u. Kommandoführer.

(page 1 of the original continued)

(handwritten note):

Submitted to Borgessensor Duellberg for his decision. The suggestion is good and could be carried out right away.

(sig.): Sobor 12 October 1943

Attention Mr. Sobor. Suggestion to be carried out, but care must be taken that only those inmates will receive the bonus who really deserve it.

(sig.): Duellberg 15 October

(page 2 of the original)

Regulation

1. Upon instructions of the Reichs Minister of Armament and Munitions, the inmates can be paid a weekly bonus of up to four marks in order to increase their work output. In order to increase the willingness for work and thus also the output, the payment of bonuses is to be initiated retroactively as of 11 October 1943. Of course, only really industrious inmates will be considered, and in the beginning only about 5% of the employed inmates. In a recommendation the inmates will be listed according to the following article:

| | | | | |
|---------|-------|--------|----------|----------------------------|
| Current | Dept. | Inmate | Employed | Receives coupon in the |
| No. | | Serial | as | amount of RM .. as a bonus |
| ----- | | | | |

On the basis of this recommendation, the Registrar's office will make out the following coupon for each inmate:

Bonus Coupon

For inmate No. for special achievement in the amount of

Fuefengrube 1943
Mine Administration

For this coupon the inmates can buy various articles of necessity in the camp canteen. The camp management is already informed about this.

To G.B. (Gebietsbeauftragter: District Commissioner) and to Mining Foreman for their information and for preparing the lists:

2.) To Registrar's Office for preparing recommendations and coupons.

Fuefengrube 19 October 1943
Mine Administration
(signature): Sobor

TRANSLATION OF DOCUMENT No. HI-15251
----- (CONT'D) -----

CERTIFICATE OF TRANSLATION

I, LEO KATE, IGO 165 777, hereby certify that I am
thoroughly conversant with the English and German languages;
and the above is a true and correct translation of
Document No. HI - 15251.

LEO KATE
IGO 165 777

TRANSLATION OF DOCUMENT No. NI-10810
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

Headquarters

Cdpla

Concentration Camp Auschwitz III

Konowitz, 2 February 1944

Headquarters Routine Order No. 44/44

I. Guard Posts

Regular Guard Posts ^{be} are to be put into use immediately in the branch camps. Space must be left for a column marked "special events." One row is to be kept for the purpose of check-ups, in which the unit leaders or the time keepers may enter the exact time of the check-up and possible complaints.

2. Lectures

The Company Commanders are to lecture to their companies once a week and in the branch camps at least once every fortnight, on the following subjects:

How to act as prisoners' escorts

- * * * * * leader
- * * * * * watchtower guard

The subjugation of prisoners

How to act in case of escape of a prisoner

How to act when on duty

Conduct when travelling by rail

* * * * * when on leave

Training of guard personnel

With respect to the lectures given, a report is to be submitted before the last of each month under the heading "Lectures", to the effect that they have actually been carried out.

In addition, the Company Commanders will issue instructions to the guard leaders of the branch camps with respect to lectures to be given currently. In particular, attention must be paid to lectures on weapons (rifle 98, Light Machine - Gun, Medium Machine-Gun, sub-M.G., pistols and hand grenades) as I noticed the training particularly in this respect was extremely poor indeed.

(page 2 of original)

3. Roll - calls

At the last meeting of the Commandants in Berlin, the Main Office Chief stressed the necessity of keeping roll-calls as short as possible so that the prisoners should not be standing longer than was necessary. I impress upon the camp leaders the necessity of shortening the daily roll-calls.

Considering the comparatively low number of prisoners in the branch camps, a roll-call should not take more than 5 or 10 minutes, maximum.

4. The carrying of identification papers.

A special memo. called me to draw attention to the necessity of SS-members off duty and on furlough, always carrying their pay book and their garrison pass. The non-commissioned officers on duty will check on those papers on the SS-member when the latter reports for leave.

5. Special privileges for prisoners - Bonuses.

It is evident from reports concerning the labor situation that various armament firms, which employ prisoners, pay them very small bonuses. Some camps were altogether excluded from these payments. The camp administration will find out immediately why in January 1944, the payment of these bonuses was so low or was not effected at all. As soon as the reports are received by me, I shall personally take up the matter with the firms or contractors concerned.

I. Reports to be made until 7.2.44

6. Motor - vehicles

The motor cycles issued to the branch camps cannot be withdrawn for reasons of security, however I wish to stress the necessity of economizing on.

(page 3 of original)

the use of petrol as much as possible. Only the most urgent motor cycle journeys will be approved, and the necessity must be proved quite conclusively non com. in charge.
/by the

7. Self-treatment of prisoners

It has happened in one branch camp, that prisoners were beaten and partially ill-treated, so that treatment in a hospital had to be authorized, -by civilians with whom they worked together in the same place.

In cases where it is unavoidable that prisoners work together with civilians, the camp administration will be responsible to see for the maintenance of order and will see to it that the civilians are being told once again by the plant management, how to treat prisoners.

Otherwise, each instance of self-treatment of a prisoner by a civilian is to be reported to me immediately.

On this occasion I should like again to call attention to the fact that no SS man is allowed to lay hands on a prisoner.

In the 5th year of war everything should be done to preserve a prisoners' work potential.

If a prisoner commits an offence, reports are to be made as per regulations.

8. Time off for prisoners.

Prisoners coming off night-shift are not to be given other work. In order to preserve their work potential attention should be paid to the fact that they are to have 7 - 8 hours rest, in order to take up work again in a rested condition.

stamp 2 originalen zgodny
illegible signature
Sędzia Okręgowy Słódzcy
Jan SZY

The Camp Commandant
(signature) SCHANK
Hauptsturmführer

TRANSLATION OF DOCUMENT No. NI-10818

CONTINUED

CERTIFICATE OF TRANSLATION

8 October 1947

I, Ursula E. RUDOLF, Civ., No. 26130, hereby certify that I am a duly appointed translator for the German and English languages and that the above is a true and correct translation of the document No. NI-10818.

Ursula E. RUDOLF
Civ., No. 26130

- 4 -
* END *

Technical Department.

Direktor Dr. Labros
Dr. Bantafisch/v. Staden.

3496 TL/Bau 25 November 1941
S/B.

Weekly report Auschwitz.

In view of the work involved in drawing up the weekly report in Auschwitz as well as of the orders to save paper, I would suggest that the detailed weekly report which is made out by the construction management should no longer be prepared in the future and distributed in the numbers used hitherto, but that, in order to save time in making the copies and to economize paper, the distribution should be made on a restricted basis. I would suggest the following persons for distribution:

Distribution:

Ludwigshafen: Dr. Labros/ Dr. Ziefold
Obering. Dr. Mach / Heidelbrock
Baudirektor Sante.
Munich: Direktor Dr. Bantafisch/Dr. von Staden/Dr. Braus
Obering. Dr. Duerrfeld/von Ion
Obering. Dr. Hoopke

General Plenipotentiary
for Special Operations of
the Chemical Production: Gottwitz von Bocka/frankl Brauhau.

Whereas, with the previous distribution 15 people received the weekly report, which in view of the former volume of the report involved the use and printing of 300 sheets of paper, the numbers for distribution are reduced to 7 in the list proposed and accordingly the paper needed is less than half.

In addition to this the report might also be left out.

On the distribution-list which I have suggested the first-named person would have to hand on the report; when it reaches the last person the report is put on one side.

I suggest that this question as well as the handling

(page 2 of original)

of other documents from the angle of distribution to be discussed at the next construction conference on 16 December.

Copy to: Obering. Dr. Mach
" Dr. Hoopke
" Dr. Duerrfeld
Dr. Ziefold
Dr. Fruehauf
Dr. Braus
von Ion
Obering. Heidelbrock
Construction Management Auschwitz.

(Left: 27) 11:0-11:10

(Initial): illegible.

Technical Department.

Director Dr. Lubrow
Dr. Butzisch/v. Staden.

3406 TL/BAH 25 November 1941
S/B.

Weekly report Auschwitz.

In view of the work involved in drawing up the weekly report in Auschwitz as well as of the orders to save paper, I would suggest that the detailed weekly report which is made out by the construction management should no longer be prepared in the future and distributed in the numbers used hitherto, but that, in order to save time in making the copies and to economize paper, the distribution should be made on a restricted basis. I would suggest the following persons for distribution:

Distribution:

Ludwigshafen: Dr. Lubrow/ Dr. Eisfeld
Obering. Dr. Meich / Reidelbrook
Baudirektor Santo.

Speersburg: Director Dr. Butzisch/Dr. von Staden/Dr. Braus
Obering. Dr. Duerrfeld/von Lon
Obering. Dr. Hoopla

General Plenipotentiary
for Special Operations of
the Chemical Production:

Hittowitz von Bocka/Frank Breslau.

Whereas, with the previous distribution 15 people received the weekly report, which in view of the former volume of the report involved the use and printing of 300 sheets of paper, the numbers for distribution are reduced to 7 in the list proposed and accordingly the paper needed is less than half.

In addition to this the menu might also be left out.

On the distribution-list which I have suggested the first-named person would have to hand on the report; when it reaches the last person the report is put on one side.

I suggest that this question as well as the handling

(page 2 of original)

of other documents from the angle of distribution be discussed at the next construction conference on 16 December.

Copy to: Obering. Dr. Meich
" Dr. Hoopla
" Dr. Duerrfeld
Dr. Eisfeld
Dr. Frauchauf
Dr. Braus
von Lon
Obering. Reidelbrook
Construction Management Auschwitz.

Left by 11:45

(Initial); illegible.

TRANSLATION OF DOCUMENT NO. NI - 15152
CONT'D.

CERTIFICATE OF TRANSLATION.

I, DOROTHY E. FISHER, USFST 482, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document No. NI - 15152.

22 April 1948

DOROTHY E. FISHER
USFST 482.

Weekly Report No. 29
for the time from 8 - 14 Dec. 1941

Page 4 of original

.....
On the 12th Herr Harr participated in a feast given the workmen when the framework of the house was erected in the Deutsche Ausruestungswerke GmbH. in K.L. Auschwitz was completed, to which feast we had been invited. This concerned the completion of the workshops for wood working of the Ausruestungswerke. At this occasion the handing over of our order was discussed, too. In this discussion Sturnbrennfuehrer Hoess charged Hauptsturnfuehrer of the Ausruestungswerke with the duty to deliver to us the first 100 lockers on 24th of this month. (At this occasion it might be mentioned that Heydebreck, who has placed orders with the Ausruestungswerke, too, according to information received from Obering. Holzapfel, has difficulties concerning the wood quota, as the Ausruestungswerke do not dispose of quota supplies from the commercial quota (Handlungskontingent), as is usual with orders of this kind, and as on the other hand the quota of the SS is not available either here.

.....

Page 19 of original

.....

(Signed) Faust

Weekly Report No. 30
for the time from 15 - 21 Dec. 1941

Page 2 of original

.....
Following on this there was a discussion, including an inspection tour of the concentration camp conducted by the Commandant. Herr Schneider said quite openly that the concentration camp's demands that 7 million building units be given it, would not be considered under present circumstances. Since the amount of building units which will be available to the Plan. Gen. for Special Questions of Chemical Products will not be definitely fixed until the beginning of January 1942, the matter will have to be deferred until then. It was, however, established that the cession of building units of more than 2 million Reichsmarks was out of the question. It was left to the construction management of the concentration camp to reduce its demands accordingly, particularly since it would hardly be possible to process such a large number of building units within the third year of war economy. The officials of the concentration camp showed understanding for the present situation. A final arrangement will have to be made at the beginning of January 1942.

.....

(Signed) Faust

Weekly Report No. 31/32
for the time from 22 to 28 Dec. 1941
and 29 Dec. 1941 to 4 Jan. 1942

Page 1 of original

.....
As for the rest, the days before Christmas were devoted to Christmas celebrations. On 16 Dec. a party for our staff, about 300, took place in the

hall of the local Seraphite convent in Krakauerstrasse, which the Burgo-
master had had repaired for this purpose, and on 18 Dec. there was one for
approximately 400 members of the staff of German firms. On 20 Dec. repre-
sentatives of I.G. took part in the Christmas party of the Waffen SS which
was very festive and which ended up alcoholically gay, and on 22 Dec. in
the Christmas celebration with a geese dinner of the municipal staff. Of
course we had also invited representatives of the concentration camp and
the city to our staff party.

Weekly Report No. 50, Part II
for the time from 4 May to 10 May 1942

Page 4 of original

Discussion with the authorities

Insofar as transports have to be carried out by the concentration camp which
are directly connected with our construction project, assistance with the
transport is, wherever possible, to be given by us, under "Mineral Oil". In
future the concentration camp will apply to us for the provision of trucks,
and we will then deal further with the matter. The ways and means of hand-
ling these transport orders was discussed with Herrn Heinrich.

Page 5 of original

(Signed) Dr. Savelsberg

Weekly Report No. 64/65
for the time from 10 to 23 Aug. 1942

Page 2 of original

14 August

Regular discussion with the Burgomaster and the Commandant of the Concen-
tration camp.

It is not to be expected that the inmates will be available for work again
for about 3 weeks, since a few days ago another case of illness has
appeared. On the other hand, the Commandanture is willing to assign new
arrivals directly to our camp as soon as it is ready for the reception of
inmates. At the moment we lack the screen wire and barbed wire for finish-
ing the necessary fencing. This wire was at last allocated to us during
the past week, but we hear from the Purchasing Dept. that it will only be
possible to deliver it in 4 - 6 weeks' time.

It has been agreed between the Commandanture, the municipal administration
and IG, as well as Reich railways, that the Bahnhofstrasse, the condition
of which has in the meantime become even worse, is to be repaired. It was
agreed that in spite of the extension of the period of quarantine this work
can now be started next week.

In future these conferences are to take place in the house of the Waffen SS,
the Town Casino and in our inn, in rotation.

Page 21 of original

(Signed) Faust

Weekly Report No. 74/75
for the time from 19 Oct. - 1 Nov. 1942

Part I
Preliminary Report

.....
Page 4 of original
.....

7. Herr Schroeder, of the "Neue Heimat", informed us that the delivery of windows from the concentration camp was causing great difficulties, as the concentration camp was very much occupied with covering its own requirements. Herr Schneider took note of this, pointing out that this was not the purpose for which the RMA had allocated quotas to the concentration camp.

.....
Page 25 of original
.....

(Signed) Faust

Weekly Report No. 82/83
for the time from 14 Dec. to 27 Dec. 1942

Page 2 of original

19 December

Shooting party (with beaters) on the preserves of the estate Dwory with the following gentlemen participating:

Generaldirector Falkenhahn, Pless
Bergwerksassessor Duellberg, Fuerstengrube
Director Heine, HZ, Braunsdorf
Dr. Riedenklau, with 3 companions, Messrs. Saybusch
Estate owners Fryda and Tschorn as neighbors of the estate
Bezirkswirtschaft (district agriculturist) Hoffmann
Obersturmbannfuhrer Hoess with 3 chiefs of the concentration camp and 11 gentlemen of I.G. Auschwitz.

The following were shot:

203 rabbits
1 fox
1 wildcat

Herr Daerrfeld was proclaimed champion hunter, with a total of 1 fox and 10 rabbits. The hunt supper (Schuesseltreiben) took place in the recreation center "Zum geschliffenen Pokal". A good time was had by all. The result was the best in this district so far this year and will most probably only be improved upon by the hunt the concentration camp is holding in the near future.

.....
Weekly Report No. 116/117
for the time from 9 to 22 Aug. 1943

Part I

17 August

Inspection of the plant installations by

Obergruppenfuhrer Pohl
Standartenfuhrer Baier
Obersturmbannfuhrer Hoess KL (Concentration Camp)

The Obergruppenfuhrer again showed extremely great interest in the construction project. This was also shown by the fact that, in spite of his greatly limited time, he paid us a visit. He expressed to us his appreciation for the work that had been done and he repeated his willingness to support us in every respect. Among other things, he promised us

- 5,000 sets of men's clothing
- 2,000 sets of women's clothing and
- 300 sets of bedroom furniture for people who had been bombed out

He also promised us, if at all possible, 17 wooden barracks.

CERTIFICATE

I, Alfred H. Elbau, AGO - 165513, certify that the above are true and exact excerpts from the I.G. Farben Auschwitz "Weekly Reports".

(Signed) Alfred H. Elbau
Alfred H. ELBAU -
U.S. Civ. A 165513

CERTIFICATE OF TRANSLATION

We, Emy Rosenberg, ETO 20076, D. L. Galowski, ETO 34079, S. A. Hamburger, ETO 20062, J. Boll, AGO - 144412, certify that we are thoroughly conversant with the English and German languages and that the above is a true and correct translation of document No. NI- 15253, the original of which is in the German language.

EMY ROSENBERG
ETO 20076

D. L. GALOWSKI
ETO 34079

S. A. HAMBURGER
ETO 20062

J. BOLL
AGO A 144412

END

-4-

Excerpts from

IG Farben-Auschwitz "Weekly Reports"

Weekly Report No. 8
for the time from 13 July to 19 July 1941

Page 4 of original

We are not yet able to say exactly how many foreigners were amongst that number. We have asked the firms to let us have these figures accordingly and will give them in next week's report.

It will only be possible to procure the necessary skilled and unskilled workers by means of compulsory service. It was still not possible to assign additional inmates this week as the necessary guards are still lacking.

(signed) MURR

Weekly Report No. 33
for the time from 5 to 11 January 1942

Distribution:

Luz: (Ludwigshafen) Director Dr. Ambros/Dr. Bisfeld
Construction Director Santo
Chief Engineer Dr. Mach/Chief Engineer Heidebrook

Me: (Merseburg) Director Dr. Buetefisch/Dr. v. Staden/Dr. Braus
Chief Engineer Dr. Duerrfeld/v. Loh
Chief Engineer Dr. Hoepke

Gebechem: Breslau: Herr Franke
Katowice: Herr v. Boeltz

Page 1 of original

On 10 January Herr Dipl. Ing. von Boeltz visited us in order to obtain information about the progress of the labor assignment. Apparently there is still a possibility that Reich Labor Service may be used on the construction site. Accommodation is to be provided in the communal camp II (Jewish cemetery). Herr von Boeltz will discuss the question of accommodation on the spot with the man in charge of the matter of the Reich Labor Service in the near future. 267 of the workers employed before Christmas have not yet returned. In addition we are at present only employing 104 inmates. The work is very much hindered by frost and snow (see weather report).

Page 2 of original

Furthermore we will fence in the Polish camp with barbed wire, in order to exercise an absolute safe control.

- 1 -

24

Page 3 of original

The meteorological data for the week covered by the report are as follows:

.....

Maximum - Minimum - Air - Temperature:

| <u>Date:</u> | <u>Max.</u> | <u>Min.</u> |
|--------------|-------------|-------------|
| 4 Jan | -1 | -10 |
| 5 " | 1 | -9 |
| 6 " | 1 | -2 |
| 7 " | 1 | -8 |
| 8 " | -2 | -11 |
| 9 " | -4 | -9,5 |
| 10 " | -6 | -14 |

.....

Page 11 of original:

.....

(signed) FAUST

Weekly Report No. 42
for the time from 9 to 15 Mar 1942

Page 1 of original

.....

On the same day a conference took place in the concentration camp Auschwitz on the initiative of the Armament Inspectorate Breslau, concerning the accommodation of Soviet Russian prisoners of war in the prisoner of war camp, who were to be employed at the building site of the IG. The following representatives of the Armament Inspectorate participated:

Lt. Gen. T r a c h e k,
Capt. R e h f e l d t and
Capt. W e i s e

and of the concentration camps the
Commandant.

An inspection of the prisoner of war camp of the concentration camp took place and it was found to be in order. The prisoners of war who are still employed there made a thoroughly pitiful impression. In agreement with General T. we stated that we could only employ Soviet Russian prisoners of war on the building site on the condition that:

- 1) they are accommodated in the concentration camp Auschwitz,
- 2) the transport from the camp to the building site is guaranteed which up to now has not been the case because of the difficulties in procuring the necessary passenger and freight cars which still prevail,
- 3) only healthy and strong prisoners of war are allocated who are fully capable for work.

.....

(signed) FAUST

Weekly Report No. 51
for the time from 1 to 7 June 1942

Part I

Page 2 of original

4 June: ...

The assignment of Jews was discussed with Raurat Mahlendorf and Amtmann Tschahne of the Branch Office Breslau. The gentlemen also negotiated with concentration camp about this same matter. It was arranged that the Jews who are under the charge of SS-Oberfuehrer Schmelt (Regierungspraes. of Oppeln) must not come into contact with the Jews from the concentration camp. Therefore the Jews from the concentration camp are to be employed within the works area and the so-called Schmelt Jews outside it (factory railroad station, etc.)

Weekly Report No. 76/77
for the time from 2 Nov to 15 Nov 1942

Distribution:

Lu: Dir. Dr. Ambros/Dr. Eisfeld
Baudirektor Santo
Obering. Dr. Mach
Dipl. Ing. Rasch

Me: Dr. Bueteftsch/Dir. Dr. v. Staden/Dr. Braus
Obering. Dr. Hoepke
Obering. v. Lom
Dipl. Ing. Mueller, Electro plant

Az: Dr. Duerrfeld
O.I. Heidebrook
Commercial Administration (Dr. Savelberg)
Purchase (Schmitt)
Accounting office (Fromfeldt)
Traffic (Schweizer)
Economy (Reinhold/Schwarzer)

2 x Personal Dept. (Dr. Rossbach and Assistant Schneider)

Test engineer: Dipl. Ing. Walter, Gleiwitz-Augustastr. 10

III. Gebaechen: Breslau Herr Franke
Kattowitz Herr Eckelmann

Page 2 of original

5 Nov:

Conference of the undersigned with Obersturmfuehrer Maurer, Oranienburg, about the employment of inmates on the construction site. On 6 and 7 November, Maurer will be in Auschwitz in order to discuss all details on the spot.

Page 3 of original

13 Nov:

Conference with First Lt. of the Rural Police BARTEL concerning re-inforcement of the Rural Police post Dwory. The post is partly to be mounted, partly motorized and to be equipped with machine guns and hand grenades in order to be able to guarantee any desired safety for the construction site.

Page 20 of original

(signed) FAUST

Weekly Report No. 76/77
Part II/27/1942

Page 7 of original

Subject: Drawing off of 500 non-German assistant construction workers from our construction site

Already during the first days of November we received the information that negotiations were under process in Berlin between Goebbels and the Department for Armament Expansion of the Reich Air Ministry for Armament and Ammunition concerning a handing-over of 1800-2600 men and women which had been allotted to us by the Ruse-42-October-action. In this connection the offices of the Reich Ministry for Armament and Ammunition seemed again and again to have been possessed by the thought that the allotment of the POW-concentration camp inmates, who have already arrived and their reinforcement to the strength of 4000 men which was to be expected, had caused an excess of labor forces on the construction site or would lead to such an excess. Any person who views the labor allocation in Auschwitz on the spot, does not need a proof of the incorrectness of such a theory.

We explained the reasons which exist against this opinion clearly and exactly to the labor office as well as to the president Dr. OEDERMAN of the Regional Labor Office Upper Silesia, but especially also to the representative of the Reich Ministry for Armament and Ammunition in Berlin, Regierungsoberinspektor KOELPIEN on the occasion of his visit in Auschwitz on 6 November 1942.

In the course of these negotiations, which were conducted nearly without break until 23 November, the department of armament expansion of the Reich Ministry for Armament and Ammunition in Berlin, as well as the other offices concerned had to convince themselves that even when considering the employment of inmates, there could be no excess of working forces employed on the construction site.

The only fact which can be established is that the construction site suffers from an unproportionately great number of workers allocated by the October action, among them very many women and juveniles, who were not demanded by us and who cannot be employed at all or only under extreme difficulties.

Page 8 of original

(Signed) SCHNEIDER

Weekly Report No. 78/79
for the time from 16 Nov to 29 Nov 1942

Page 1 of original

18 November:

After a detailed discussion with the aid of plans or models of the entire construction project, the plans of the city and the present state of the construction, the directors ter MEER, von KOTTER, Dr. AMEROS and Dr. EISFELD visited the construction site and all the branch installations. When leaving, director ter MEER expressed his appreciation and thanks to all persons participating in the construction work. The construction site Ober-Laziak was visited in the afternoon.

.....

Weekly Report No. 78/79
Part III/29/1942

Key day: 25 Nov 1942

Page 7 of original

.....

III. Employment of foreigners

During the time reported on, the following escaped, respectively were brought back from among the foreign labor employed on our construction site:

| | <u>Escaped</u> | <u>Were brought back</u> |
|-----------------------------|----------------|--------------------------|
| Belgians: | 1 | - |
| French | 1 | 2 |
| Croats | 56 | 9 |
| Poles from the Government | | |
| General | 71 | 2 |
| Ukrainians from the Govern- | | |
| ment General | 29 | 2 |
| Eastern workers | 18 | 2 |
| | 176 | 15 |

.....

(signed) SCHNEIDER

Weekly Report No. 90/91
for the time from 8 Feb to 21 Feb 1943

Part I

.....

10 Feb

Visit of Obersturmbannführer MAURER. The increase in numbers in camp IV was discussed. Obersturmbannführer Maurer promised that the

28

number of inmates would shortly be increased to 4000, possibly 4500. These great numbers can only be employed behind the fence of the factory or if the area is fenced in, in view of the very small number of guards. It was therefore decided to fence in the entire synthesis section. Obersturmbannfuhrer Maurer further promised that it would be possible to move all the weak inmates away so that it will be possible to achieve nearly full capacity, as compared with a German unskilled worker.

.....

(signed) FAUST

Weekly Report No. 94/95
for the time from 8 March to 21 March 1943

Page 15 of original

.....

19 March:

Visit of SS-Obergruppenfuhrer Schmitt together with Obersturmbannfuhrer Maurer and Obersturmfuhrer Schwartz. On the basis of our letter of 3 March 1943 to Obergruppenfuhrer Pohl, in which we pointed out the hitherto development of the employment of inmates, Obergruppenfuhrer Schmitt, by order of Obergruppenfuhrer Pohl wanted to orient himself regarding the employment of inmates on our construction site. After they had been given a general view of our construction project in the usual fashion, the following was decided in detail about the employment of inmates:

The present number employed is 3217 men. It had been intended to employ 4500 men. In view of the fact that a relatively large number is always absent because of quarantine and sickness, it was therefore decided that by 1 June 1943 at the earliest the camp be built to house 5000 inmates. In addition, the camp is to be enlarged so that it can house 6000 inmates. If necessary, the billets for the guards are to be newly constructed outside the fence at the western side of Camp 4. Details will be decided at once by Mr. Moewing and Obersturmfuhrer Schoettl.

Afterwards, Obergruppenfuhrer Schmitt inspected the construction site. (Apprentice home, Apprenticing plant, Camp 4, Manufacture of ready-made steel-concrete, Buna buildings, especially Carbide factory, and Buna buildings). Extent of the visit: from 1000 to 1230 hours.)

Page 30 of original

.....

(signed) FAUST

Certificate

I, Alfred H. Elbau, AGO A 165513, herewith certify that the above are true and correct excerpts from the IG Farben Auschwitz "Weekly Reports".

(signed) Alfred H. ELBAU
U.S. Civ. A 165513

Certificate of Translation

We, Emmy Rosenberg, ETO 20076, D.L. Galewsky, ETO 34079, S.A. Harburger, ETO 20062, J.J. Boll, AGP A-444412, certify that we are thoroughly conversant with the English and German languages and that the above is a true and correct translation of document No. NI-15256, the original of which is in the German language.

Emmy Rosenberg
ETO 20076

D.L. Galewsky
ETO 34079

S.A. Harburger
ETO 20062

J.J. Boll
AGP A-444412

Weekly Report No 13
for the time from 17 to 23 Aug 1941

Page 1 of original

.....

About 40 leading officials of the authorities took part in this, such as representatives of all the agencies located in Bielitz (local court, provincial court, Reichspost, Chamber of Industry and Commerce, economy and industry, Chief Burgo-master etc). The head of the Labor Office Bielitz, Ober-regierungsrat Malucke, gave a survey of the present situation with regard to labor assignment in the Bielitz district. He described all the difficulties which have arisen, particularly in this district, because of the lack of discipline of the Poles, and of the ethnic Germans, and the means by which they are trying to combat this. Refusal to work and unauthorized change of employment cause the greatest difficulties in this respect. Even the reported screening of all firms to determine where labor was being used in an unsuitable manner, and the use of police against refusal to work have not yet had entirely the desired effect.

Following on this, the Director of Public Prosecutions gave a report about offenses against the War Economy Decrees and their punishment. Amongst other things he criticized an agreement between the Landrat and the Commandant of concentration camp Auschwitz, who was also represented, according to which persons guilty of changing their employment without authorization and of refusing to work are punished by being sent to concentration camp Auschwitz for 6 weeks' reform and this without legal proceedings. He was of the opinion that such cases were a matter for the proper courts, and as long as the proper courts had not shown that they were not able to cope with these matters,

Page 2 of original

there was no justification for agreements of this kind. He mentioned amongst other things that unauthorized change of employment and refusal to work were being punished relentlessly with penalties of up to 10 months' imprisonment

.....

The meeting was followed by an evening drink; Dr. Guerrfeld and his wife also took part.

.....

Page 3 of original

.....

On 21 August the undersigned visited Generaldirector Falkenhahn of the Auerstlich Ploss'sche Grubenverwaltung in order to discuss the construction of the barracks for the Main Trusteeship Office East (Haupttreuhandstelle Ost),

Kattowitz, and the provision of apartments for the Betriebs-
fuhrer (Plant Leaders) with him once again.

The permission of the building police has not yet been obtained
for the construction of the barracks. Orders have been given to
the firm Bardubitzki to bring the hut here; the order for laying
the foundations has been given to the firm Grosspietsch.

With regard to the procurement of apartments for the Plant Leaders,
I expressed my doubts as to whether it would be possible to get
authorizations for such apartments at all to-day. The estate of
the Pless'schen Grubenverwaltung in Emanuel-Sogen is at present
still being used as a camp for resettlers and it will probably
not be possible to consider it as accommodation for quite some
time. There is however a possibility of arranging an apartment
for Dr. Ottermann on the rebuilt attic floor of the administrative
building of the Suerstlich-Plessische Grubenverwaltung. An
inspection of the place showed that it would be possible to
arrange for an apartment in this space and General Director
Falkenhahn then approved this.

On this occasion Dr. Ottermann pointed out that as of 1 Oct 1941
a well-furnished and equipped 2 room apartment, which is at
present still being occupied by the mine surveyor of the Gruben-
verwaltung will be vacant in Kattowitz. He suggested that this
apartment be rented for the use of transient visitors of the IG.

Weekly Report No 26
for the time from 17 to 23 Nov 1941

Page 7 of original

.....

On 22 November another inmate escaped from the building site
after having put on civilian clothes in a unlocked construction
hut. Thereupon the Arbeitsplatzfuhrer (allocation-of-labor-
leader) has sent 4 Polish workers to the KL who had kept their
clothing in the unlocked construction hut.

.....
Page 20 of original

.....

(signed) Faust

Weekly report No 56
for the time from 15 to 21 June 1942

Distribution:

Lt: Dir. Dr. Ambros/Dr. Bisfeld
Baudirektor Santo
Obering. Dr. Mach/Obering. Heidebrook
Dipl. Ing. Rasch

Me: Dir. Dr. Bueterfisch/Dir. Dr. v. Station/Dr. Braus
Obering. Dr. Werrfeld/von Len
Obering. Dr. Hoepke
Dipl. Ing. Mueller, Electro-plant

Az: Commercial Department (Dr. Savelberg)
Purchase (Schmitt)

2x Social Department (Dr. Rosbach and Assistant
Schneider)

Gebochem: Breslau, Herr Franke
Kattowitz, Herr Eckelmann

Test engineer: Dipl. Ing. Walter, Gleiwitz.

Page 1 of original.

15 June:

.....
The setting-up of a branch section of a penal camp on our plant site was discussed with the General Public Prosecutor Dr. Steiner, Chief Public Prosecutor Nelesen, and Public Prosecutor Ziesse. In this connection it is first of all necessary that the inmates from the concentration camp will not work together with the ordinary justice prisoners. Public Prosecutor Ziesse will pursue the matter further. In about 3 to 4 weeks we will be informed about the result.

Page 2 of original

.....
The problem of payments according to performance was again discussed during a conference of the firms. The interest for the introduction of payments according to performance is definitely increasing. Herr NIEPMANN supplied explanations about the future employment of inmates and the precautionary measures which will have to be taken in this connection. - It is pointed out that the severest measures will have to be taken against shirkers.

It has to be avoided by all means that the plant fence be damaged. - Entrepreneurs who employ Italian labor are asked to attend a discussion on 23 June at 1600 hours. The next conference of firms will take place on 7 July at 1000 hours.

Page 15 of original

.....

(signed) Faust

Weekly Report No 64/65
for the time from 1st to 23 August 1942

Part III/21/1942

Page 6 of original

III. Employment of Russian women

The administration has succeeded in being firm with the Russian women and has accustomed them to a strict discipline. The result of their success is seen in the new picture shown by camp III on the one hand and by a series of reports from firms in the social department dealing with the ever-increasing improvement in the output of Russian women.

On the basis of the experience made, the same educational work will be carried out in the near future amongst the Greeks, and after that the orientation of camp II (Frenchmen and Ukrainians) will be undertaken. A thorough purging was undertaken by the social department of all unreliable elements and shirkers in the personnel of the firm Sottrabe. This was accomplished partly with the assistance of the works' security police and the Gestapo. Altogether we have had 160 workers sent back to France and Belgium up to now. Gooden shoes were distributed to the Russian women and were sufficient to go round.

(signed) Schneider

Weekly Report No 72/73
for the time from 5 to 18 October 1942

Part II/28/1942

Page 5 of original

.....

In order to increase their performance, the food supply for the Eastern workers was put on another basis, i.e. a division into three groups was carried out. Group two corresponds to the average food ration, group one = group two plus 25 %, group three

TRANSLATION OF DOCUMENT NI- 15254
OFFICE OF CHIEF OF COUNSEL FOR
WAR CRIMES (cont'd)

group two minus 25 %. Thus we have the possibility to feed shirkers with the rations of group three, and persons who are especially willing to work within group one.

.....

(signed) Dr. Savelberg.

CERTIFICATE

I, Alfred H. ELBAU, AGO A 165513, certify that the above are true and literal excerpts from IG Farben-Auschwitz "Weekly Reports".

(signed): Alfred H. ELBAU
Alfred H. ELBAU
US Civ. A. 165513

CERTIFICATE OF TRANSLATION

We, S.A. Hamburger, ETO 20062, D.E. Plummer, USPT 482, Emy Rosenberg, ETO 20076, D.L. Galewski, ETO 34079, hereby certify that we are duly appointed translators for the German and English languages and that the above is a true and correct translation of document NI- 15254, the original of which is in the German language.

S.A. HAMBURGER
ETO 20062

D.E. PLUMMER
USPT 482

EMY ROSENBERG
ETO 20076

D.L. GALEWSKI
ETO 34079

- END -

TRANSLATION OF DOCUMENT No. MI-14287
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

A F F I D A V I T

I, Martin ROSEBACH, Herrengasse 8, in Dorstleben, born 24 November 1900, having been duly warned that false statements on my part will render me liable to punishment herewith state the following on oath, voluntarily and without coercion:

1) Until 1933 I was deputy director of the local labor office in Huelhausen. After 30 January 1933, I was discharged without notice by virtue of the law for the reinstatement of professional officials. This discharge without notice was then changed into a punitive transfer as chief of the Halle sub-office to the labor office. From 1934 to the end of 1935, I was chief of the sub-office to the Hirschburg labor office. Then I was taken on by the Leuna plants as office manager.

On 25 May 1941 I was transferred by I.G. - Auschwitz on the instigation of Dr. von SUDEN and Christian SCHNEIDER, where I worked until 24 January 1945. After that I was in Pirna, Saxony, where an under-ground nitrogen plant of I.G.-code-word, Sandsteinwerke Lohd O.G.B.G., was to be built, existed and whose managers were Walter DIERCKHOF and Karl GRUB.

In 1942 I was given limited power of attorney by the Vorstand of I.G. with I.G.-Auschwitz. I was competent for personnel matters, and had reserved for my personal attention the engagement of employees and higher officials as well as the conclusion of the relevant agreements. Workers' affairs were in the hands of my deputy, Assessor Edmund SCHNEIDER.

I was subordinate to the works manager, Walter DIERCKHOF.

2) Two members of the Vorstand were directly responsible for I.G.-Auschwitz, Otto KROOS for the Buna section, and Heinrich FIETSCH for the Leuna section. Walter DIERCKHOF was local plant leader for I.G.-Auschwitz. At first, from 1941 onwards, he came to Auschwitz about every quarter, then, until the middle of 1942, he came every month. From the middle of 1942 he was permanently with I.G.-Auschwitz.

(page 2 of original)

3) In spring, 1941, I traveled to Auschwitz with SCHUSTER, the manager of the apprentice workshops of Leuna. It struck me that almost all the houses there were empty and bore a red mark. In these houses Jews had lived, who had been expelled a short time before. The whole town was almost empty; it had had 12,000 inhabitants of whom 5,000 were Jews. The Jews had been brought to Sosnowitz where 75,000 Jews were herded together in a ghetto. The red marks had been put on the houses by the SS in order to identify the Jewish dwellings. I heard from the staff of the I.G. construction office that the expulsion of the Jews was carried out in a horrible manner.

(page 2 of original, cont'd)

It was at that time that I saw the first concentration camp prisoners in Auschwitz.

I reported to Max FAUST. At that time the construction office was at Krakowstrasse 25. At that time the grounds shown to me on which the I.G. Auschwitz works were to be erected; it was the former Polish private estate of Dwory. This estate was bought, as far as I know, by the broker SCHMIDT at the request of the I.G. SCHMIDT worked in collaboration with the Trustee Office East.

After a brief stay in Auschwitz I returned to Leuna in May 1941, where I continued to work with NATHY. During this time I was introduced to Otto DIERS; Walter DIERRFELD was also present. My working territory lay between Leuna and Jattowitz, whence I managed the labor mobilisation for I.G. Auschwitz up to October 1941.

4) Regarding the nationalities employed at the beginning by I.G. Auschwitz, a distinction should be made between Poles and so-called ethnic Germans (apart from Reich Germans who were born and resided in Germany).

From October 1941 I was engaged, in collaboration with the regional labor offices in the recruiting of labor for I.G. Auschwitz.

(page 3 of original)

5) The first concentration camp prisoners that I saw working on the I.G. building site were doing jewelry work. I was amazed that internees were employed, and was very depressed at the sight of them. As I remember it, at that time there were hardly any Jewish prisoners. In later years they formed a large percentage of the prisoners working at I.G. Auschwitz. It then appeared to me that the prisoners, who gave a very deteriorated impression, included representatives of the Polish intelligentsia which was to be exterminated in this manner.

6) In 1941 the Auschwitz KZ furnished about 1200 prisoners for under-ground construction to the I.G. construction management at Auschwitz. The construction chief, Gustav MEHR, was negotiating at that time with the Auschwitz KZ. He was responsible to MAX FAUST or Walter DIERRFELD. At that time the internees employed on the I.G. building site in Auschwitz had to walk, morning and evening, a distance of 8 kilometers from the concentration camp to the building site and back. They were taken under guard of the SS and the Kapos. Their footwear was bad. Usually they were on the building site at 7 hours and left at 17 hours to march back to the Auschwitz camp.

For material rather than humane reasons it was partially acknowledged at I.G. Auschwitz that the approximately 12 km daily foot marches were too much of a strain on the prisoners, and that their ability to work suffered severely as a result; hence at the instigation of I.G. a portion of the prisoners were transported by train mornings and evenings.

(page 3 of original, cont'd)

7) The human attitude of the I.G. charge-heads and of the extractors towards the prisoners varied greatly; it depended entirely upon the individual charge-head. The behavior of the Polish population towards the prisoners was naturally quite good.

8) When in later years I drove to the weekly official conferences with Walter DIERCKMANN, I always saw the prisoners working on the building site. They had to do hard work, and I was surprised that Jewish prisoners were also used for such tasks. The loads which they

(page 4 of original)

had to carry were for the most heavier than their own weight. One definitely had the impression that the Jews were to be disposed of by this kind of treatment.

9) I know that prisoners leaving I.G.-Auschwitz in the evening carried with them dead comrades who had died during the day on the I.G. building site, in part probably through exhaustion.

10) The fore-men on the I.G. building site frequently threatened the men in their charge with transfer to the IZ, if they did not put out the prescribed work. It was generally known what that meant, namely, under what terrible conditions IZ-prisoners had to ek out their existence.

11) The prisoners working on the I.G. building site were also badly beaten by the Nazis; some of them were even beaten to death. I know that Walter DIERCKMANN issued instructions to the I.G. complement (charge-heads and foremen) to refrain from striking the prisoners. In my opinion this prohibition was necessary because incidents did occur. If any of the prisoners working on the I.G. building site attempted to break through the SS guard cordon, they were shot by the SS.

12) The prisoners working on the I.G. building site in winter, also wore only thin prisoners' clothing, and some of them had no overcoats.

13) The entire employment of internees was most unpleasant. A great many men refused work at I.G.-Auschwitz because of conditions prevailing there (including ruthless utilization of prisoners); it was therefore very difficult to conclude work agreements.

14) I know that there were frequent disagreements between plant chief Walter DIERCKMANN and chief engineer Max PAUST, since Max PAUST was opposed to the employment of internees and was always endeavoring to stop their employment. Walter DIERCKMANN took the view that nothing could be done about it since relevant instructions were on hand from higher I.G. offices, and that one had to get increasingly used to the idea and of employing internees.

The allocation of prisoners at I.G.-Auschwitz was especially difficult owing to

28

(page 5 of original)

the great rivalry existing between the Louna and Buna sections. Each section was striving to complete its production first and to maintain it, with the result that manpower, and especially the internees, since they were after all considered merely as tools and less as human beings, was constantly subject to special pressure.

15) About the middle of August 1942, I learned from a conference of the works management of I.G. Auschwitz that it had decided to set up its own concentration camp which was later called Monowitz. It was originally Civilian Camp IV, which was set up by I.G. as a K.Z. The I.G. works management substantiated its action with the statement that the establishment of an own K.Z. would eliminate the long marches of the internees to and from work and would thus increase their output.

Monowitz was a concentration camp by the very nature of the entire arrangements - electrically charged barbed wire, guard-towers, SS guards who were armed, treatment of the prisoners, crowded accommodation of the prisoners on straw-covered plank-beds. And so it was designated. The principal difference between Monowitz and the main Auschwitz concentration camp was that there were no crematoria at Monowitz. The SS later actually did request the establishment of a crematorium at Monowitz, but the I.G. works management of Auschwitz rejected this request for psychological reasons.

I.G. Auschwitz was responsible for the construction and establishment of the Monowitz K.Z.

16) Once I was in the hospital at Monowitz which in my opinion was nothing more than an emergency station. It differed from the prisoners' huts only in that not more than one man slept in one bed, which moreover were not above one another, but side by side. I did not see any bed linen in the prisoners' hospital. The men who lay there, dumb and anesthetic, gave me the impression that they were very sick, although it was said that only light cases were being treated there. They were very pale, had blood-shot eyes, their bodies and faces were sunken in, and spiritually they looked deeply dejected.

(page 6 of original)

17) I have seen continuous prisoner transports coming to Monowitz. I also knew that regular transports consisting of living and dead internees returned from Monowitz to the Auschwitz K.Z. It was always possible to observe now large, now small fluctuations in the size of the prisoner complement.

18) On various occasions I looked into the Monowitz camp as I drove by. I have seen miserable, thoroughly worn out prisoners cowering before the huts, and also noticed that the toll-call area was often filled with masses of men.

(page 8 of original, cont'd)

19) A railway track led to the Manowitz camp to a point about 200 meters away. A siding ran into the Manowitz camp. It is possible that the internees were unloaded directly in the Manowitz camp.

20) Eduard H.L. von BARENFELS gave me horrible descriptions of conditions in a L.Z. with the terrible, medieval punishments meted out there (e.g., the SS tied up prisoners, pulled them up a tree, and left them hanging there for as long as an hour). On the strength of the circumstances, I assume that these descriptions must also hold true for Manowitz.

21) In a certain private circle which was very small, and included, e.g., Eduard HARR von BARENFELS, SYLLA, Helmuth SCHNEIDER, but not Walter DUEFFELD, we were often able to talk freely about the cruel slavery of internee labor, the war which was already lost, and of the insane tyranny of the NSDAP. In this circle we were indignant for example over the directive issued by the I.G. works management which refused the prisoners permission to take over during air attacks.

22) In October, 1942, about 2,000 concentration camp prisoners came to Manowitz, who had to help in the erection of Manowitz camp on top of their work on the I.G. building site.

At the end of 1943 about 5 - 6,000 prisoners were working at the I.G. building site. To the end of 1944 the number of prisoners employed had risen to about 11,000 which comprised about 30% of the entire complement of I.G. Auschwitz.

(page 7 of original)

Of the remaining 70 %, about 5% were Reich Germans and 5% ethnic Germans. The balance consisted of foreign workers.

23) The prisoners were constantly listed in the I.G. complement statistics. The internal reports of I.G. concerning the employment of prisoners were sub-divided into German, foreign workers and concentration camp internees. These figures were regularly submitted to the I.G. works management at Auschwitz, also to Otto AKEROS, (Buna section) and Heinrich BUEHFISCH (Leuna section), who thus received current information on the allocation of prisoners.

24) Until the end of 1942 I.G. Auschwitz needed, for example, 6-8000 men. About 4,000 of this number were Poles who for the most part were brought to I.G. Auschwitz by force. Assessor Helmuth SCHNEIDER discussed the numbers required to make up the balance of prisoners needed with the I.G. building management which was under Walter DUEFFELD, who was responsible for the entire labor allocation and without whose consent no utilization of prisoners was possible. If possible, the entire balance of short personnel was filled with concentration camp prisoners.

25) The need for personnel at I.G. Auschwitz rose very sharply since ever larger demands were being made by the management. I.G. could only meet the rising need for personnel by allocating larger numbers of concentration camp prisoners.

26) The employment of foreign workers also belonged to my sphere of duties. Early in 1942 I travelled to France for the purpose of recruiting French manpower with the consent of Walter [redacted] and by arrangement with [redacted] (Deputy General Chemistry) (Prof. Carl [redacted]). In Paris I communicated with the Deputy of the Deputy General Chemistry, Dr. [redacted], who immediately made it clear to me that voluntary recruiting of labor would hardly be possible. Subsequently we obtained 5 - 6000 French workers.

When I returned to I.G. Auschwitz Assessor [redacted] went to Rome to procure additional manpower. From an Italian firm we obtained 1000 workers.

27) Early in 1942 I.G. Auschwitz employed Poles, Frenchmen, Italians, and Czechs, in addition to concentration camp prisoners of various nationalities. As far as I know the Czech workers of I.G. Auschwitz had been conscripted. Subsequently Eastern workers arrived, this was especially in August 1942, who had been allotted by the Labor Office. They arrived at that time with children and infants. In autumn 1942 about 1500 Eastern female workers arrived.

In April 1942 I travelled to Slovakia to procure Poles of German race as employees, but was unsuccessful. As a result of their constant search for and their incessant insistence on the allocation of manpower at all and any offices, I.G. Auschwitz towards the end of 1943 was allocated so-called SS workers.

In 1943 I.G. Auschwitz was allotted a large number of Polish workers by the Labor Offices. However, I did not learn of any particular compulsory methods, as for instance brutalities, etc., being applied in the conscription of Poles for [redacted]. At the end of 1943 about 5000 Poles were employed by I.G. Auschwitz.

At the course of 1943 Greeks and White Russians arrived.

At the end of 1943 British prisoners of war arrived in I.G. Auschwitz, the total complement of I.G. Auschwitz amounted to about 10,000 men at the end of 1943. The employment of women was IG invariably managed toward off successfully.

28) The foreign workers residing for I.G. Auschwitz were accommodated in camps according to nationalities, and as a rule in a common, and the inmates were not allowed to leave the camp after 2 hours, each camp had a camp leader and an assistant camp leader. Differentiation was made regarding the freedom of movement of the various foreign workers, for instance [redacted] if not freely, were allowed to move more freely than the Poles.

(page 8 of original, cont'd)

29.) I was responsible for the feeding and clothing of the foreign workers of IG Auschwitz.

30.) If a foreign worker had escaped it was the duty of the camp leadership to report to the IG works security. The security police gave instructions for their apprehension through the labor office and the police. As far as I can remember, apart from this report, a similar report was made to the Gestapo by the IG works security police. I do not know what became of the foreign workers who had been caught. I must assume, however, that judging by conditions prevailing at the time, the Gestapo inflicted severe punishment on them.

(page 9 of original)

31.) The E-camps (reform camps) were established at the request of Walter DUEHRFELD in 1943, for the express purpose of being able to apply more severe measures to saboteurs. The plan for the establishment of an E-camp was ventilated at a works conference; the official permission of the Reich Trustee for Labor was obtained. Internally Walter DUEHRFELD had to obtain the approval of Otto J.E.Os., Heinrich BULLFISCH, and Assessor SCHNEIDER for the establishment of the E-camp. The E-camp was guarded by a reinforced works security police. Later camp leader PRUEHL who was known to be very strict, took over the management of the camp. The inmates of the E-camp had to carry out the heaviest work (navy work etc.); the E-camp was universally feared. The workers in the E-camps had been sent there for punishment by the department for workers affairs. (Eldmuth SCHNEIDER) which was in charge of Walter DUEHRFELD. The term in the E-camp lasted for about three to four weeks. The E-camp was the preliminary stage to the "z.b.V2" squad (for special purposes), and at the end of 1943 became the "z.b.V3-Kolonie". It proved necessary at the time to find a more severe form of punishment. Hence the "z.b.V. - Kolonne" was formed. It was housed in camp V.

32.) To the IG works security police which was in charge of Walter DUEHRFELD, belonged Lieutenant Colonel NIEFMEYER as security police chief, and SS Unterscharfuehrer SAUER as security police leader. The latter was known to be brutal with particular reference to his behaviour on the occasion of the expulsion of the Poles from the IG works area in 1943. The Poles were not compensated by IG in any form. A close cooperation between security police, Gestapo, and police, was the result.

The works security was equipped with pistols. It was given dogs for protection on night patrol. The chief task

(page 10 of original, cont'd)

of the security police was the security of all the camps, with the exception of the Ponitz concentration camp.

The work's security police, which was in charge of counterintelligence at the work, had to be informed before in every foreign employment of labor because it, together with the Gestapo, investigated the political reliability of the men. The work's security police maintained a jail on the IG grounds built by IG. The fact that IG had their own jail is not known to me of any other IG plant.

33.) Foremaster Eutz of Auschwitz, by agreement with the IG work's management gave instructions that part of the police was transferred to the IG Auschwitz works. It was a matter of three to four criminal policemen, who constantly interfered in everything. It is not known to me whether Walter Gollmann or one of the Vorstand members responsible for IG Auschwitz - Otto Gollmann or Heinrich Gollmann - ever raised objections.

34.) The term, sabotage, was a flexible concept in the Reich. The work's police, therefore, was quick in applying the term of sabotage and arrested people suspected of then, mostly foreigners.

35.) The work's security police jail may be regarded as a preliminary stage to the concentration camp because it was known frequently that people were pronounced guilty and incarcerated. From the Gestapo jail in Auschwitz transfers were then effected to the concentration camp of Auschwitz.

36.) If a work's security police man was under the impression that a foreign worker or a prisoner was committing sabotage, a corresponding report was made to the work's management and the man was arrested by the work's security police, or by the Gestapo. They knew that being sent to the work's security jail might be tantamount to a transfer to the concentration camp of Auschwitz.

37.) One of the duties of the work's security police was also the control of the various camps in day time, since during the day only men with a sick permit were permitted in the camps, and since any other workers encountered in the camps were arrested by the work's security police as slackers, and after medical examination were punished accordingly. The decree issued by GOLLANN concerning

(page 11 of original)

so-called malingering had been incorporated in the work's regulations of IG Auschwitz and signed by Walter GOLLANN.

(page 11 of original, cont'd)

38.) The word slacking (Sumpelai) became very important at Auschwitz IG on account of the record output drive which applied to both the Buna and the Buna sections, and there were frequent punishments for slacking.

39.) There were various rumours about the conditions in camp V (the Russian camp). The camp was clean in itself but not everything was well there. Very strict methods were used, and excesses were probably daily events. At one time the works security police called me in order to show me a man who had been beaten almost to death in camp V. The leader of camp V was MILLER who had the Golden Party Badge.

40.) In camp II likewise dreadful conditions obtained. Camp leader was MILLER, an SS Aufseher, who walked around in uniform, drank a lot, and always had a rolling chair lying behind his desk. On the part of the work management (after HANSEN) nothing was done against his outrageous conduct since his tyranny produced cleanliness and so-called order in his camp, and this the work management liked to see.

41.) While eastern workers were also working for I.G. Auschwitz and they were assigned to digging at the request of the work management (after Herrfeld). Digging was considered heavy work for women.

42.) Heinrich SCHMIDT issued a weekly report about the workers employed at Auschwitz IG which recorded the amount of labor employed at any time, fresh employment, termination of employment, incidents, and attempted escapes. This report went I.A. to Director HANSEN, Director SCHMIDT, and Inspector SCHMIDT, besides the I.G. work management.

I made the weekly report about the employees employed by IG Auschwitz; its distribution was the same as that for Inspector SCHMIDT's report.

43.) The attack of the poles on the I.G.ALK-ERK ressen-derf, one of the IG Auschwitz branch offices, came about in this way:
a foreman who was employed there by the IG mistreated a Pole and then kicked him into the bargain.

(page 12 of original)

Hereon IG Auschwitz reinforced their works security police.

(page 12 of original, cont'd)

44.) The drinking water conditions at IG Auschwitz were the worst conceivable. The water was undrinkable. Germans and foreign workers could buy soda water but prisoners could not.

45.) The numerous deaths - approximately thirty and many prisoners among them - after the first air raid on IG Auschwitz on the 20th of August 1944 are due to the great delay in the construction of anti-air raid arrangements as authorized by IG so that adequate protection did not exist at the time. Alarms, likewise, were given too late since the IG management was anxious to have the alarm sounded only in the case of a direct threat to the works, in order to prevent too great a loss in production.

46.) In 1943 a department was set up under SYLLA at IG Auschwitz in which clothes were sold to the IG complement. These clothes were supplied to IG Auschwitz from the Auschwitz concentration camp. The clothes involved were taken off Jews who had been deported to Auschwitz. Walter DUBARRAUD discussed this with Oswald POHL in Berlin early in 1943. I have inquired from Max BURGER, Auschwitz concentration camp how much clothing could be placed at the disposal of IG, and I was taken aback by the huge number of clothes - approximately 25 000 - I remember a bill of about 1 000 000.- which Sylla was asked to pay. The clothing was disinfected in the IG in the first place and then stored. There were women's, men's, and children's clothes, including underclothes. The clothing was first distributed to eastern workers, and then sold to other IG personnel.

47.) I have read the letter written to Walter DUBARRAUD in 1944 by two prisoners (resistance movement) employed in Auschwitz. In this it was stated that the prisoners had found out that they (the prisoners) were to be exterminated at the approach of the Russian troops. In view of his great influence and his position Walter DUBARRAUD was implored by the prisoners to intercede with the management of Auschwitz concentration camp that a catastrophe of this kind be avoided. In the event of his refusing to intervene he and all his men were to be held responsible when the time came.

(page 13 of original)

48.) In January 1945, at Auschwitz, I have seen the beginning of the exodus of the prisoners from Auschwitz. I am unable to say whether this deportation was prepared and whether the prisoners had food with them. I do know that this march was called the "Death March to Gleiwitz". I learnt from Helmuth SCHNEIDER that it had been a gruesome sight to see prisoners frozen to death in the snow sitting or lying about.

49.) In autumn 1944 military training courses began for the IG workers under the direction of gentlemen from military circles. This was to ensure safety of the IG Auschwitz

CONTINUED

(page 13 of original, cont'd)

works in special emergencies. In charge of these courses was SS-Unterscharführer Rudolf BRUNDT, successor to FRIEDLICH.

50.) Walter Herrfeld worked with great enthusiasm on behalf of the IG Auschwitz works; he talked forever of pioneer work to be performed by the Germans in the East, and encouraged by constant harangues to inspire the IG workers with the ideology of National Socialism. He was a national socialist ideologist who did everything for the development of the IG Auschwitz works with great ambition.

I knew at that time that it was the intention to exterminate the Polish intelligentsia. With the consent of the German Reich authorities the Poles were to be expropriated and to be resettled in the General Government, the scheme being to create a German model settlement in the Auschwitz area. This was to consist of healthy and politically reliable people. These intentions were supported by IG to the best of their ability.

Walter Herrfeld had been appointed by the delegate General Gauleiter to deal with special so-called commissarial tasks (including labor mobilization) for IG Auschwitz, IG Myslowitz, and the Upper Silesian hydrogenation plant in Blechhammer (licensees of IG) virtually controlled by IG.

51. On one occasion in 1944 I saw three large configurations above the Auschwitz concentration camp with huge clouds of smoke rising from them. The wind blew the smoke clouds into the town of Auschwitz and it smelled strongly of burned flesh. The generally accepted rumor was that it emanated from burnt corpses.

(page 14 of original)

I have carefully read each of the fourteen pages of this affidavit and signed them personally. I have made the necessary corrections in my own handwriting and initialed them, and hereby declare on oath that this statement contains the absolute truth to the best of my knowledge and belief.

(Signature:) Martin Rossmach.

Signed and signed before me this 21st day of January 1948 at Berlin, Germany, by Martin Rossmach, known to me to be the person making the above affidavit.

(Signature:) Benvenuto von Melle,
DC # 432532
Office of Chief of
Counsel for War Crimes.
U.S. War Department.

TRANSLATION OF DOCUMENT No. WI-14287

CONTINUED

CERTIFICATE OF TRANSLATION

15 March 1948

I, George Goodman, No. 34789, hereby certify that I
am thoroughly conversant with the English and German languages,
and that the above is a true and correct translation of
document No. WI-14287.

George GOODMAN.
No. 34789.

- "END"

-12-

TRANSLATION OF DOCUMENT NO. NI-9809
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

AFFIDAVIT

I, Reinhard HEIDERROCK, Grenzach, (Baden), Steinweg 5, born on 28 March 1909 in Halle, after having been cautioned that any false statement on my part will render me liable to punishment hereby declare the following on oath voluntarily and without coercion:

1. I joined the I.G. Farbenindustrie A.G. Ludwigshafen, Rhein, on 1 August 1934 as a plant engineer. In 1939 I acquired the title of chief engineer (Oberingenieur). My activity included the development and expansion of production of solvents and of acetylene chemistry.

On 1 August 1931 I was charged with the planning of the synthetic department for IG Auschwitz, and was at first stationed at IG Ludwigshafen, and since January 1943 at IG Auschwitz where I had been several times before during 1941, 1942. In Auschwitz I headed the assembly section of chemical equipment, but only for fuel distribution and the technical construction section of the synthetic department.

2. I heard of IG Auschwitz for the first time about February/March 1941 and was told in advance by Otto AMBROS that I was to be given the job of erecting a Buna factory - in so far as chemical equipment was involved. I had already taken part in the preparatory discussions. I was appointed by Otto AMBROS as secretary to these so-called construction discussions.

The construction conferences took place alternately in Leuna and Ludwigshafen and later also in Auschwitz. The construction conferences in IG Auschwitz were generally held in building 971 or in a hut in front of the plant. The discussions began about 8.30 A.M. and lasted until about 12 o'clock. In the afternoon there was a 2-3 hour tour of

(page 2 of original)

the building site. Following that the construction discussion was continued until about 19 o'clock. During these tours of the building site one could see the various working squads - consisting of German and foreign workers as well as of prisoners - at work. It sometimes happened that the gentlemen became particularly interested in this or that work and exchanged a few words with the foreman concerned.

TRANSLATION OF DOCUMENT No. NI - 9809
CONTINUED

The chair at the construction conferences was occupied in general by the gentlemen of the highest rank. Usually Otto AMEROS was the chairman. If neither Otto AMEROS nor Heinrich BUETPISCH were present, Walther DUERRFELD was chairman; he took a leading part in the construction discussions anyway. Walther DUERRFELD regularly made the final report on personnel affairs, e.g., including the questions of foreign workers and prisoners.

The report on the construction conferences which I worked out was submitted in draft form to Walther DUERRFELD and Kurt BISPOLD, who returned it to me after noting their desires for changes. Then the final minutes were forwarded according to a distribution list which was determined in the first construction session. As far as I recall, one copy of these minutes also went inter alia to the Office of the Technical Committee. If the construction discussion minutes were to be sent to a member of IG who was not on the distribution list, Otto AMEROS had to give his approval.

As I remember it, there were a few additional construction conferences in 1944.

3. IG Auschwitz was established by Sparte I and Sparte II. It occurred that - according to priority - sometime the so-called Buna section took precedence over the fuels (- Leuna) section and vice-versa, so that the expansion of the one or the other section had to be carried out with special procedure, since altogether the rate

(page 3 of original)

of the entire expansion of IG Auschwitz was unusually high. If the interests of Leuna (fuels) and Ludwigshafen (Buna) could not be reconciled, Heinrich BUETPISCH and Otto AMEROS had to work out a compromise as was evident at the construction conferences. For the remainder, Walther DUERRFELD was constantly striving to build up the Auschwitz plant as fast as possible under all circumstances.

4. IG Auschwitz employed foreign workers of the most diverse nationalities. In my opinion there were at the time normal worker's contracts with Frenchmen, Italians, and Czechs. On the other hand, I do not know how, for example, Croats and members of other Balkan nations came to IG. It was mentioned at an internal construction conference, as I recall, that they

TRANSLATION OF DOCUMENT No. NI . 9809
CONTINUED

had been conscripted.

5. In IG Auschwitz, besides German and foreign personnel - the latter consisting at the time of so-called free and also conscripted workers - concentration camp (Kz) prisoners were employed, and it is possible to estimate that about 30% of the total number of workers employed were prisoners.

I did not learn of any refusal by IG to work with prisoners. No such refusal occurred in a construction section. The employment of prisoners was virtually impracticable at the beginning (1941), if only due to the form of supervision of the prisoners by the SS. The various prisoner kommandos were separated on the building site by SS guards who formed a square. If one of the prisoners went beyond the line of demarcation created by this square-formation - even if by accident, or if he reached for an article of clothing, etc. - he was shot by the SS. In 1942 I was once an eye-witness myself of such shootings at the IG building site. There was considerable shooting by the SS and those of us who happened to be near cast ourselves on the ground for protection from the bullets of the SS.

(page 4 of original)

At first the prisoners worked on the IG building site in virtual danger of their lives.

At the end of 1942 IG Auschwitz built a fence around the whole site so that the SS could be withdrawn as far as the plant fence. Only a few SS men (about 8-10) remained to patrol the building site. They had some blood-hounds with them. To be sure, their direct influence upon the prisoners during working hours was eliminated by removing the SS from the site, while the influence of the Kapos (warders chosen from amongst the prisoners) was automatically increased.

6. Compared to the other personnel, the prisoners made on the average a very tired and worn-out impression. With some individual exceptions, the work output of the prisoners was generally far below that of the other workers. The prisoners working on the construction projects had an especially hard time; they had to carry cement bags, do earth work and the like. Later, about 1944, the bulk of the prisoners' allocation was shifted more to the assembly section; in part they were also assigned for inside work.

TRANSLATION OF DOCUMENT No. NI 9809
CONTINUED

7. Through conversations with Walter DUERRFELD and through construction discussions I learned that the prisoners who originally had to walk each morning from the concentration camp (Ks) at Auschwitz to the IG building site were later taken to the IG in open trains in which they often had to wait for hours in the winter, and arrived already overtired.

This fact was at least one of the reasons why Walther DUERRFELD suggested that the complement of prisoners working on Camp IV which was under construction, should be accommodated on IG grounds. The erection of Monowitz was approved by Otto AMEROS.

(page 5 of original)

8. I often saw the prisoners marching from the IG building site in the evening back to Monowitz, and had the impression that they presented a tired and beaten sight. It happened that some prisoners were so worn out that they had to be supported by their comrades.

All who were in Auschwitz, the plant directors of IG Auschwitz and the gentlemen of other IG plants visited IG Auschwitz, could not fail to see the frightful consequence of the strict execution of the national socialist program.

9. My first impression of Auschwitz was terrible. The first thing I saw was a large placard inscribed: "Crossing this line is forbidden. Whoever disregards this prohibition will be shot."

10. The clothing of the prisoners was bad; especially in winter it was utterly inadequate. In winter many a prisoner wore a coat patched together from any kind of rags. I doubt that they had any underclothing. The shoes of the prisoners were also bad; most of them were wooden shoes. IG once began a foot-cloth action, which aimed at providing the prisoners with foot-cloths. About 60% of the prisoners had gloves in the winter.

11. Large fluctuations could be observed in the prisoner allocation. Walter DUERRFELD had a chart which could be seen the constant fluctuation. I know that he has often negotiated with the SS regarding the withdrawal of prisoners from the IG building site, which withdrawals were made by the SS. It happened, for example, that on a certain day an entire batch of prisoners failed to appear. Often it was possible to determine that they had been assigned elsewhere; often nothing was learned as to their whereabouts.

TRANSLATION OF DOCUMENT No. NI - 9809
CONTINUED

These changes in the numbers of prisoners could never be stopped.

(page 6 of original)

Walther DUERRFELD was informed both of the establishment at Monowitz and of the prisoners working on the IG building site.

12. In the winter of 1944, there was a discussion between IG and the SS. The major portion of the various Group Leaders represented IG Auschwitz. I do not remember whether Walther DUERRFELD was present in person. However, I assume that he was informed of the proceedings. To my knowledge camp leader SCHOBTL or SCHWARZ appeared for the SS.

The subject of his discussion was the question as to whether the discipline of the prisoners had deteriorated, or how IG members should behave if they felt that they had cause to take disciplinary action against the prisoners.

The attitude of the SS was that IG was not justified under any circumstances to punish prisoners (e.g., striking of prisoners by IG members).

When IG asked during this meeting whether one could be assured that prisoners whom IG had reported to SS were actually punished and how they were punished, the SS replied that this was not IG's concern, and that measures taken by the SS against the prisoners were to be kept secret.

In order to avoid having IG charge-hands directly reporting to the SS posts the SS and Walther DUERRFELD agreed that all reports to the SS, as far as I recall, would have to be made through Martin BOSSBACH. Thus, for example, prisoners were reported to the SS who had worked themselves too long or too frequently on the building site in winter, who had smoked, or prisoners who had been away from their place of work for a prolonged period.

I was never informed as to how these prisoners were punished, but heard a rumor from my charge-hands that prisoners were bodily punished in Monowitz. It was also rumored abroad.

(page 7 of original)

that prisoners would disappear.

13. Another reporting method was the following which ^{was} introduced in the other IG plants: the plant leader was informed that the works security police had discovered any kind of delinquencies on the part of the works complement.

The former works security leader, NIEPMANN, of IG Auschwitz insisted that the police should not be informed before he had been notified of an incident.

Punishment meted out in such cases was reprimand, monetary fine, dismissal. Once there was talk of a punitive squad (sbV-Kolonne).

Officially, beating was not introduced as a form of punishment, but it may safely be assumed that workers were beaten in IG Auschwitz, and this in the jail of the works security service.

14. The admittance to air raid shelters was not allowed to the prisoners of IG Auschwitz in the case of some bunkers for a time. It did happen, however, that numerous prisoners found shelter there during air attacks. This instruction came from the works management (plant leader Walther DUERRFELD).

15. I know that many discussion on the allocation of prisoners took place between Walther DUERRFELD and Max FAUST, in the course of which Max FAUST objected to the employment of prisoners.

16. In 1943 I heard a rumor from the vicinity of Auschwitz that in the concentration camp (Kz) at Auschwitz people were being exterminated or gassed, that altogether things were taking place in the Kz which were beyond all human comprehension. I was also told that the 4 chimneys visible from the Kz Auschwitz belonged to crematoria in which huge numbers of people are burned. Many rumors of this kind were flying about. I also once

(page 8 of original)

heard that during the typhus epidemic in the Auschwitz Kz the crematory installations were insufficient, so that the dead had to be burned in the open.

In 1943/1944 Karl BRAUS was told by an SS officer that there were approximately 80 - 100,000 people in the Kz Auschwitz.

Some of my colleagues spoke with me about the disappearance or the extermination of human beings in Auschwitz.

On several occasions I also noticed the unpleasant, sweetish smell which it was known, originated from burned human flesh at the Auschwitz KZ.

17. In 1943/1944, I was informed by telegraph by IG Ludwigshafen that a high SS-Fuehrer wanted to visit IG Auschwitz, who would press for the production by IG of a means to destroy pests (Schadlingbekämpfung). In the absence of Walther DUERRFELD among other I was given the order to receive this gentleman whose name, if I remember correctly, was PFILM. During his visit he told me that we should undertake the production of a fly insecticide within 14 days, in which the SS main office in Berlin was most interested. I had received instructions from the office of Otto ALBROS in Ludwigshafen to refuse the request of the SS, since the IG Hoechst plant was interested in the matter.

During PFILM's presence it occurred to me that the request of the SS for the manufacture of a fly destructor could be connected with the rumors of the gassings which went on in the KZ of Auschwitz and in other KZs. I had PFILM send me a sample, but only established that this agent was very suitable for killing flies.

18. At the time of the evacuation of IG Auschwitz, an agreement was reached between Walther DUERRFELD and chief burgomaster PUTZ of Auschwitz to publish a notice in which the chief

(page 9 of original)

burgomaster warned the population that premature departure from the work site would result in the people being shot. It was agreed to publicize that already 7 people had been shot. Chief burgomaster PUTZ deceived Walther DUERRFELD in that he put up this notice above the signature of IG and stated therein that 15 IG men who left the place of work prematurely, had been shot, without having previously notified DUERRFELD.

I have carefully read through each of the nine (9) pages of this affidavit and signed them in my own hand, have made the necessary corrections in my own hand and initialed them, and hereby state on oath that I have stated the whole truth in this

TRANSLATION OF DOCUMENT No. NI - 9809
CONTINUED

affidavit to the best of my knowledge and belief.

(signature) Reinhard Heidebrock
(REINHARD HEIDEBROCK)

Sworn to and signed before me this 5th day of August
1947 at Nuernberg, by Reinhard HEIDEBROCK,
known to me to be the person making the above
affidavit.

(signature) Berenute von Halle
(BERENUTE VON HALLE)

U.S. Civilian AGO D 432532
Office of Chief of Counsel for
War Crimes
U.S. War Department

CERTIFICATE OF TRANSLATION

11 March 1948

I, George GOODMAN, No. 34789 hereby certify that
I am thoroughly conversant with the English and
German languages, and that the above is a true
and correct translation of Document No. NI 9809

George GOODMAN
No. 34789

- 8 -

(END)

53

TRANSLATION OF DOCUMENT No. NI-11643
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

AFFIDAVIT

I, Gustav Murr, residing in Duerzburg, Sandberger Strasse 1, after having been cautioned that any false statement on my part will render me liable to punishment hereby declare the following on oath voluntarily and without coercion:

1. I entered the employ of the I.G. Farbenindustrie Ludwigshafen/Rhine as architect on 15 February 1923.

On 20 February 1941 I was transferred to the I.G.-Auschwitz where I remained until 1943. Since June 1943 in Kressendorf (lime plant).

2. In February 1941 I was asked by Baudirektor Camill Sante in Ludwigshafen whether I would be prepared to go to Upper Silesia, where the 4th Buna plant was to be erected. In a second conference on 18 February 1941 Auschwitz was named to me and it was also mentioned that there were 8 000 Jews and 3 000 Poles. The I.G. expected that they would be able to employ these people on the construction of the 4th Buna plant. On 20 February 1941 engineer Diehr and I received instructions to go to Auschwitz and make various inquiries there, among other things we were to inspect the building site, request 2 - 3 houses for the I.G. building management from the mayor of Auschwitz, contact the employment office in Auschwitz or Bielitz regarding the allocation of workers. On this day I learned from Baudirektor Sante that there was a concentration camp in Auschwitz.

On 21 February 1941 engineer Diehr and I traveled to Auschwitz. We got in touch with mayor Gutsohe in Auschwitz with whom we negotiated regarding the accommodation of workers and the accommodation of the various firms as a whole. The mayor told us on this occasion that all Jews and also the Poles were to be evacuated. The houses cleared by him were later on offered to the I.G. and were partly taken over by this firm.

I also negotiated with the employment office in Auschwitz and applied for the first 100 - 150 workers.

On 19 March 1941 I went to Auschwitz for a second time in order

TRANSLATION OF DOCUMENT No. NI-11643
CONTINUED

(page 2 of original)

to take over the I.G. building office there as the local building manager under chief-engineer Max Faust. The Jews had meanwhile been evacuated. Mayer Gutsche gave me a description of the forced evacuation of the Jews which shocked me greatly.

3. In the second half of March 1941 I learned from chief-engineer Max Faust that the G.B. Chem., Berlin had given instructions whereby concentration camp inmates were to be employed on the I.G. building project. Employment of prisoners on a larger scale was to be effected at some later date.

On 27 March 1941 chief-engineer Faust and I went to the Auschwitz concentration camp in order to discuss the contemplated employment of prisoners with the concentration camp commander Hoes and his adjutant Frommagen. We were informed on this occasion that the entire problem of the employment of prisoners had already been fundamentally settled by the I.G. building office in Auschwitz. Among other things the placing of concentration camp workshops at the disposal of the I.G. was also briefly discussed, for instance delivery of cupboards etc. to the I.G. During a second conference with camp commander Hoes which followed soon afterwards the ways and means of the employment of prisoners, the nature of supervision for the prisoners on the I.G. building site etc. were discussed.

These and later negotiations with the SS in the Auschwitz concentration camp took place in the Commander's office which was situated in the second building after the turnpike. The crematorium, about the existence of which I learned about May 1941, was situated in the same street. One of the streets leading to the crematorium, went past it.

4. Chief engineer Faust told me about March/April 1941 that SS-Obergruppenfuehrer Wolff acted as liaison officer between the SS and the I.G. in matters concerning the employment of prisoners.

5. The prisoners who started work on the I.G. building site Auschwitz in April 1941 and who at first had to walk the distance from the concentration camp Auschwitz to the I.G. - in the course of these marches it also happened that prisoners were shot (when the prisoners arrived at the I.G. building site some of them were already brought in dead or exhausted).

TRANSLATION OF DOCUMENT Nr. NI-11643
CONTINUED

(page 3 of original)

were surrounded by SS-men in a square. If prisoners stepped over the lines of the square for some reason or other they were shot by the SS. Walter Duerrfeld who knew about this protested to the SS about it.

We at I.G. Auschwitz were uneasy about this unpleasant situation in connection with the employment of the prisoners, since it was the endeavor of the I.G. management, competent for the Auschwitz plant, to start production as soon as possible. In general very little thought was given to the employment of other foreigners.

6. I noticed in January 1942 that one of the prisoners (engineer) working for me was missing. I first made inquiries among his comrades; I was told that he had been taken away for the usual reason. In reply to my inquiries I was told by the Kapo "Himmelfahrtskommando" ("Ascension Command") I brought this incident to the attention of the gentlemen Walter Duerrfeld and Max Faust. I noticed other cases where working prisoners simply disappeared and in one special case I called the master foreman Meier who related the incident to me in detail. The I.G. management (Walter Duerrfeld) made representations to the concentration camp commander Rees and asked him to prevent the disappearance of people who had been trained by us, since it was extremely difficult for us and greatly handicapped the construction of the plant if we had to train new people continuously. After this the removal of prisoners was stopped for perhaps a few weeks but it was never discontinued altogether.

7. I witnessed (1942) how a prisoner was beaten by a Kapo (Jew) on the I.G. building plot in such manner that he died before he could be picked up.

8. Whenever a master foreman was dissatisfied with the work of a prisoner or if the prisoner in the master's opinion had done anything wrong the master foreman got in touch with the SS.

(page 4 of original)

9. In 1944 I learned in Auschwitz, where I was still residing although I no longer worked for the I.G. Auschwitz, that people were being gassed and subsequently burnt at the concentration camp in Auschwitz. I myself noticed the peculiar sweetish smell. I once witnessed the arrival of a train in Auschwitz. Screams and cries issued from the cars. It was said

TRANSLATION OF DOCUMENT No. NI-11643
CONTINUED

(page 4 of original, cont'd)

that these people already knew what was going to happen to them, in other words that they would be eliminated soon.

10. The territory on which the I.G.-Auschwitz was erected was taken over by the I.G. as it stood, i.e. the people living there were taken over by the I.G. as workers. The Poles whom the I.G. needed as workers were evacuated. The farms including livestock became the property of the I.G.'s agriculture. The people to be evacuated were given 14 days notice. They were taken to Derry where they were accommodated in mud-huts and barns which had been converted into homes by the I.G.

I have read each one of the 4 (four) pages of this statement carefully and initialed them myself; I made the necessary corrections in my own handwriting and initialed them and I hereby declare on oath that in this affidavit I have stated the full truth to the best of my knowledge and belief.

(signature): Gustav Murr
Gustav Murr

Sworn to and signed before me this 25th day of September 1947, at the Palace of Justice, Muenchenberg, Germany, by Gustav Murr, known to me to be the person making the above affidavit.

Signature: Bonaventur von Halle
Bonaventur von Halle
U.S. Civ. AGO No. 532432
Office of Chief of Counsel for
War Crimes
U.S. War Department

CERTIFICATE OF TRANSLATION

11 March 1948

I, Gerta KAMHOVA, No. 20 151, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the Document No. NI-11643.

Gerta KAMHOVA,
No. 20 151.

TRANSLATION OF DOCUMENT No. HI 9817
OFFICE OF CHIEF OF COUNSEL FOR W.R. CRIMES

AFFIDAVIT

I, Eduard E. R von ECKENFELD, Seefeldten/ Austria, born on 3 November 1885 in Leibach (Krain), having been informed that I shall be subject to punishment if I make false statements, herewith testify under oath, voluntarily and without duress:

1) From 1934 - 1935 I was Landeshaupmann (Governor of a State or Province) of lower Austria. From 1935 to 1936 I was Austrian Minister of the Interior and Vice Chancellor. From 1936 - 1938 I was Austrian ambassador in Hungary, where I worked for Austria's independence to the best of my ability trying to form a defence line, with the help of Hungary and Czechoslovakia, against the aggression to be expected from the third Reich.

Apart from that I was national leader and business manager of the lower Austrian home guard, who were strongly opposed to the NSDAP.

On 22 April 1938 I was arrested and was sent to the Concentration camp Dachau on 1 Sept. 1938, where I was placed in the punishment squad. From the end of September 1938 till March 1940 I was in the Concentration Camp Flossenbürg, where I was assigned to do heaviest work in a stone quarry. Then I was sent back to the Concentration Camp Dachau. After being granted leave first for two weeks and then for three months I was finally released in May 1941 on the condition that I would not live in Austria with my family, would not contact any Austrian Catholics and would not have any trouble with the Gestapo.

In June 1941 I moved to Upper Bavaria with my family. With the assistance of my friend Richard von SZILVINSKY, Procurist of I.G. Farben and son-in-law of Carl ZIMMERMANN, in August 1941 I was given a job as

TRANSLATION OF DOCUMENT No. NI - 9817
CONTINUED

(page 2 of original)

foreman at the barrel wood factory in Gilsbach near Aschaffenburg, with the approval of the Gestapo. (Arthur von WEINBERG, former member of the Aufsichtsrat (supervisory Council) of the I.G. lost his life in a concentration camp in the year 1942 - as I was told). However, after 37 months of captivity I was not fit enough to do the strenuous physical work and therefore turned to von SZILVINSKY again. Through intervention of von SZILLY, I.G. Frankfurt/Main, the former secretary of von WEINBERG, I was given a position with the I.G. in Auschwitz in August 1942, where I worked at first as camp leader of camp 1 (so-called German camp) and after several months until Jan. 1945 as employee of the personnel department under Martin ROSSBACH, who was responsible to Walter DUESENFIELD.

2) I visited the I.G. construction site in Auschwitz about April 1942 for the first time. My visit lasted only several hours. But this first impression, however, was really moving and overwhelming. It was a misty day, the dirt on the building site was knee-deep, boards were lying around to walk on. Concentration camp inmates and civilian employees worked all over the place, among them were S.S. guards, Kapos. The prisoners did not look well at all; pale and wretched, also undernourished.

3) After I was transferred to the personnel department (supply department) under Martin ROSSBACH, the position of camp leader of camp I was taken over by a certain LANG, an Austrian and member of the Blutorden (Blood Order-Nazi distinction) who showed strong political enmity towards me, together with FILLICH, camp leader of camp 5 (Eastern workers) who wore the golden Party badge.

4) Until 1943/44 all camp leaders were subordinate to SYLLA, who worked under Martin ROSSBACH, who again was subordinate to Walter DUESENFIELD.

TRANSLATION OF DOCUMENT No. RI - 9817
CONTINUED

(page 3 of original)

5) In the supply department it was my job mainly to keep in contact with the I.G. factory doctor, Dr. PESCHEL, I dealt with de-lousing, radiating of bugs etc. and inoculation of the employees. My immediate superior was SYLLA, who did not interfere in my work.

6) A little more than a year later I worked with Martin ROSS, Ch., where I continued to deal with sanitary matters, that is de-lousing, inoculation etc.

Later I was put in charge of the department of "employee billeting", I had to arrange for billets for German, Belgian and Flemish employees.

7) During my work in the sanitary field for the I.G. in Auschwitz I only had dealings with camp 4, the concentration camp of the I.G. called Monowitz, on such occasions when, during the time which was reserved for de-lousing of I.G. employees (apart from prisoners) prisoners also had to be de-loused - apart from de-lousing of prisoners after working hours, certain days were allotted for their de-lousing - so that I had to intervene to enable us to organize the schedule.

As far as I remember it was about 1943 - one morning, when prisoners were being de-loused, I went to the de-lousing building, because the time limit had been overstepped. There I saw S.S. Hauptsturmführer WITTE, whom I still remembered most unpleasantly from my term in the concentration camp Dachau, because he often kicked me. I addressed him and he changed color and told me "it is terrible, this morning 7 000 Jews arrived and 600 are still living". Apart from that I heard a lot of rumors about the gassing of people in Auschwitz Concentration Camp. I should think that about 80% of the workers and employees of the I.G. in Auschwitz talked about

TRANSLATION OF DOCUMENT No. NI - 9817
CONTINUED

(page 4 of original)

it. I remember, for example, that it was said that the Polish resistance movement hung out notices in German and Polish saying, that the number of dead in Katyn was given as 10 000 and those of the Concentration Camp Auschwitz as 2 millions.

I presume that leading I.G. people like Otto JABROS and Walther DUNFELD could not have avoided hearing about these rumors as well.

The fact, that many people were burned in the Concentration Camp Auschwitz could not be overlooked, because from time to time a terrible smell of burned flesh spread over the whole district.

8) I knew that the I.G. Auschwitz obtained various articles from the workshops of the Concentration Camp Auschwitz; I cannot give any details about the cooperation with the concentration camp Auschwitz, however.

9) Polish workers from the West also worked for I.G. Auschwitz, who had to do very heavy work (such as ground work) some of the time. I saw them with shovels and spades.

10) PILLICH was camp leader of camp 5 (East workers), who - as I have already mentioned - wore the Golden Party badge. He kept very strict discipline in this camp and had set up police force of their own there. I did not hear that the inmates of camp 5 were beaten, but I consider this quite possible. Later, about 1944 - without having incurred any disfavor in his position as camp leader of camp 5 - PILLICH was appointed chief camp leader over all camps except Minswitz, by the D.F. (German Labor Front) with the approval of the I.G. Auschwitz.

11) From my observations which I made while I worked together with Dr. PESCHEL, I got the impression

63

TRANSLATION OF DOCUMENT N. 1 - 9817
CONTINUED

(page 5 of original)

that the I.G. Auschwitz always tried to keep down the sick rate of their employees and workers - no matter whether they were Germans, foreigners or prisoners.

12) I knew that the factory guard (Werkschutz) of the I.G. Auschwitz had a factory guard prison in which the prisoners worked.

13) In 1942 the I.G. Auschwitz started to buy clothes from the Concentration Camp Auschwitz from people who had died there, some of these they distributed among their employees and some they sold. I heard either from SYLLA or from Martin ROSSBACH about it for the first time. The main idea was to provide better clothes for the workers from the East who arrived in the summer 1942 and who were very poorly clothed. According to information ROSSBACH gave me at the time, the I.G. made very nice profits from this re-sale of clothes.

I was put in charge of this operation. There were about 30 000 clothes items in all, which the I.G. picked up from the Concentration camp continuously with trucks. To store these clothes at first, half a hut section was cleared and later a whole one. The clothes were then cleaned, that is, they were disinfected three times. I do not know whether this repeated disinfection was done on orders from Martin ROSSBACH or Walter DUBENFELD. I remember that several garments were blood-stained. I knew that shoes for example which were also included in this operation were of Belgian, French and other foreign origin.

The clothes were divided into the following categories: good clothes, including for example about 100 first class fur coats, which were separated and reserved for Germans, but I did not know anything about their further use; also medium quality and poor quality. The subordinate leaders of the camps organized the sorting.

I presume that Walter DUBENFELD, who was very particular about everything, inspected these clothes.

(page 6 of original)

In my opinion every member of the I.G. was bound to know that they were the clothes of the people who were gassed. He even suspected as well, that money was sewn into some of these clothes. I remember that HUBER, who was sent to me as assistant furnished proof of foreign currencies which he got from these clothes.

14) I reportedly saw closed cars at the I.G. building site and thought that they were cars in which dead prisoners were transported.

15) The atmosphere on the I.G. building site in Auschwitz was, from the beginning to the end very depressing and uneasy, owing to the forced labor done by prisoners and foreign workers. One could not avoid seeing the infamous actions of the National Socialists daily. Owing to the fact that prisoners were forced to work there - a large percentage here consisted of foreign workers who were forced to work there - the conditions at the I.G. Auschwitz at no time could be called anything like normal.

The prison labor was shocking. The entire impression was that of perils, of working beasts whose working ability was strained to the utmost, although even this was only limited owing to their poor physical condition which was obvious. According to statements made to me by I.G. workers, the working output of prisoners was estimated in general as being on the average 50% of the working output of normal workers.

While marching to the building site of the I.G. I saw prisoners being driven on with kicks and beaten with clubs by the SS, if they did not move properly, that is not fast enough.

TRANSLATION OF DOCUMENT No. NI - 9817
CONTINUED

(page 7 of original)

I was certain of this, too, that members of I.G., like SAUTERIG for example or BRUESTLE (factory guard) reported prisoners to the SS for punishment, if, for example, they came across prisoners in the I.G. building site who sneaked secretly.

I have carefully re-read every one of these seven (7) pages of this affidavit and signed them myself, I have made the necessary corrections in my own handwriting and signed them with my initials, and herewith testify under oath that I have said the full truth in this affidavit to the best of my knowledge and belief.

Signature: Eduard EDUARD VON LAUREN-
FELS

Eduard EDUARD VON LAURENFELS

Sworn to and signed before me this second day of August 1947 at Nuernberg by Eduard EDUARD VON LAURENFELS, Saalfelden/Austria, known to me to be the person making the above affidavit.

Signature: Benvenuto von HALL
Benvenuto von HALL
U.S. Civilian A.G.O. D 432 532
Office of Chief of Counsel
for War Crimes
U.S. War Department

CERTIFICATE OF TRANSLATION

2 October 1947

I, Mary Flock PERRY, Civ. No. 20 136, hereby certify that I am a duly appointed translator for the German and English languages and that the above is a true and correct translation of the document No. NI - 9817.

Mary Flock PERRY
Civ. No. 20 136

AFFIDAVIT

I, Theodoriel JASTREZELSKI, born 5 March 1911 in Gostin/Kreis Place, resident in Lenna, Kirchasse 4, occupation mechanic and driver, having been warned that I will be liable to punishment for making false statements under oath, and that concealing facts known to me is equivalent to making false statements, hereby state that I am making this statement voluntarily and without coercion, according to the best of my knowledge and belief:

1. From the fall of 1941 until 20 Dec. 1944 I was employed as driver by Dr. Duerrfeld in Auschwitz. In this job I accompanied Dr. Duerrfeld from morning to evening, sometimes even all night. He also used his car during his inspection tours of the work area as this was very extensive. Here the terrain was not suitable for driving, he went on foot and I followed him and fetched him; in any case I was always near him.
2. When I started working for Dr. Duerrfeld, my work very frequently took me to Auschwitz, nearly every day in fact. At that time the Jews had already been moved away, and not a single one was left. The Poles were still there, but they had had to give up the better apartments.
3. I was under the impression that Dr. Duerrfeld took a great interest in his workers; he used to say to me: "I require everyone to work properly, but everyone must have what is due to a human being, that is proper clothing, food and accommodation." I also knew from the many times I walked through the works with Dr. Duerrfeld that he noticed the workers, and that he knew exactly how they were dressed and how they looked. I remember an incident with some Ukrainian girls. These girls had hidden themselves in a wooden shack on a cold day, wrapped in blankets. Dr. Duerrfeld, who was passing, demanded to know why they were not working, and when he had made sure that in spite of the cold they had no underwear of any kind, he instructed Dr. Rosbach to provide underwear for them. From there came the case of Croat worker whose torn trousers he noticed. In this case he also ordered Dr. Rosbach to see that replacements for clothing were procured.
4. Dr. Duerrfeld used to go through the foreign workers' camps at regular intervals. In the Eastern Workers' camp No. 3, there were mostly single male and female Eastern workers, while in No. 5 families were also quartered. Dr. Duerrfeld gave orders to provide a hut for deliveries and the accommodation of infants. For instance I know that I saw a room in which only two women with their babies were living. He also gave orders that one woman should stay with several infants while their mothers went to work.

(page 2 of original)

Hill was also allocated for feeding them. I know for instance that in 1944, in good weather the women had put the children in their cots in front of the huts and there were already about 30 infants. The Eastern Workers' Camp was not guarded, and I remember that Dr. Duerrfeld was able to insist that the guard on the Ukrainian camp of the Elektrowerke Oberlasiak also be removed, by interceding with the Plant leader (Betriebsführer) there, Dr. Krenn. Dr. Duerrfeld said at that time: "Here Dr., if you give these people no freedom, you can't expect them to work, and more and more of them will run away."

5. At first the employment (conditions) of the inmates were terrible; the march from the camp to work took about three hours and the return trip from there took the same length of time. Deaths occurred every day, and everyone could see this. The same applies to the brutality of the SS-men, who hit the inmates brutally when they could not go on any more. At the end of the line one could see every day how the inmates dragged their completely exhausted comrades and the dead back to the camp. This was a pitiful sight. I remember that shortly after I had started work, Durrfeld said to me: "There, just look at that misery, and I am supposed to work with these people!" He also said that the food was very bad. He told me in the course of conversation that he had gone as far up as the Gobiachon (Plan. Com. for Spec. Dist. of Chem. Prod.), Professor Kranch, to expostulate with him, and in this way to achieve that IG could establish its own camp for the prisoners working for the firm next to the works area. When he received authorization to do this, this camp was built quickly.
6. The inmates were dressed in so-called "zebra suits", that was very thin, blue and white striped material. All had their heads shaved. I often talked to prisoners, but only to foremen or capos; they were German inmates, most of them criminal prisoners, which was apparent from the fact that they had a green triangular patch on their chest. Nearly all the inmates who were working were political prisoners (marked by a red triangular patch) and Jews, marked with a red triangular patch and the Jewish star.
7. I never saw a foreman beat an inmate, but Dr. Durrfeld has, and I remember a case when he had a Polish foreman called to his office because of this. I was present and served as interpreter, and therefore know that he reprimanded him for it.

(page 3 of original)

8. Dr. Durrfeld repeatedly tested the inmates' food, sometimes in Camp 4, the inmates' camp, too. Once he wanted to persuade me to taste the inmates' soup, and he said: "There, see if you can digest that". But I was repelled.
9. I have often seen inmates breaking down at work. In Auschwitz it was a matter of course that everyone who spent any length of time there knew about mass cremations of human beings, about gassing and mass deaths, although I do not want to say that anyone knew anything definite. The talk about this was fairly secret, but it was an open secret. Everyone knew about it, but none admitted it. Dr. Durrfeld also did not agree to the establishment of the work reform camp in Monowitz. He was annoyed that workers from outside firms were also kept there. He had a warning printed in all languages, asking the workers not to slack or run away, as otherwise they would be sent to the very bad reform camp in Camp 4. As far as I remember the reform prisoners were also made to wear the "zebra suits", and worked under the supervision of capos from the Monowitz prisoners' camp. I heard about the gassing in Auschwitz and Birkenau for the first time at the end of 1942. I only remember seeing Dr. Durrfeld once standing by the exit of the prisoners' camp and watching the inmates march out, while the band played martial music, as it did every day.

-3-
TRANSLATION OF DOCUMENT No. NI-15127
Cont'd

I have carefully read the 3¹/₂ pages of my statement, have made corrections myself and have initialed them, have signed each single page myself and herewith again state under oath that I have made this statement according to the best of my knowledge and belief, voluntarily and without coercion.

(signature): Theophil Jastrzebski
Theophil JASTRZEBSKI

Sworn to and signed before me this 24th day of February at Leuna by Mr. Theophil Jastrzebski, known to me to be the person making the above affidavit.

(signature): Dr. Herbert Ungar
Dr. Herbert UNGAR,
Oiv. OCCWC,
ETO 20164, APO 696 A,
US Army

CERTIFICATE OF TRANSLATION

I, Dorothy L. GALEWSKI, ETO #34079, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. NI-15127.

Dorothy L. GALEWSKI,
ETO #34079.

E N D

-3-

I.G. FARBEINDUSTRIE AKTIENGESELLSCHAFT LUDWIGSHAFEN A.M.
Management of Material

Construction Management Auschwitz
Attention Chief Engineer Faust

Auschnitt 1 / O.S.

3320 TA/IM/II 16 September 1941

Building project: Buna-IV-Plant
Control Number: W Ro X 1801
Definition of Priority: - - - -

We forward enclosed and request the favor of your attention to the following letter from the Plenipotentiary for the Four Year Plan.

The channels taken by the priority certificate which has been headed in do not seem to us to be well chosen in the present case. We request you to send us a copy of the certificate you have headed in. We take this opportunity of noting that in similar cases, for example, we had to procure china for the meals of the workers employed in the B III plant, we applied to the Kommando for Armament questions in Mannheim and requested them to see that the supplying firm made the deliveries as quickly as possible, and that they fixed a date for the same. The Armament Kommando in Mannheim acceded to our wish in this case and gave the firm in question an order to this effect. We consider it less likely, however, that the Armament Kommando will be prepared to give similar order for the procuring of beer mugs, lemon presses, finger bowls, Moselle wine glasses, Rhine wine glasses, champagne glasses, dessert wine glasses, and liquor glasses.

(Initial)

Enclosure

Copy to Dir. Dr. Andres
" " Obering. Sauter

CERTIFICATE OF TRANSLATION

I, DOROTHY E. FLUHR, USFET 482, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of document No. SI-15248, the original of which is in the German language.

DOROTHY E. FLUHR
USFET 482

TRANSLATION OF DOCUMENT NO. NI-15249
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

THE PLENIPOTENTIARY FOR THE FOUR YEAR PLAN

The Plenipotentiary General
for Special Questions
of Chemical Production

Berlin W 9, 10 September 1941
Saarlandstrasse 128
Tel: 12 00 48
Teletype: K - 1 - 1.3
Telegrams: Gebechem

Ref. no.: I No 8, Dr Ge/schr
Daybook no.: 118057/41

Ref: Your order construction management Linschwitz works of 23 July 1941/51
To Vereinigte Lausitzer Glaswerke AG

Re: Use of priority number.
Your project: WRo I 1801

To the firm
IG Farbenindustrie Aktiengesellschaft

Ludwigshafen/Rhine.

A complaint of the Reich Minister for Armament and Munitions has been submitted to me, that you have ordered beer mugs, lemon juice extractors, finger bowls, cut glasses for Moselle, Rhine wine, champagne, sweet wine and liqueur from the firm Vereinigte Lausitzer Glaswerke, using the priority number of the Plan. Potent. for Construction, "08 Breslau III".

I think you will have to admit yourself that the priority granted to you for carrying out your construction project, which is of military importance, must not be misused for orders for wine glasses. I myself must protest most violently against this kind of frivolous misuse to the priority and request you most urgently to see that orders for which the priority of the Plan. Potent. for Construction is used are checked most carefully.

By order
(signature): Obenaus.

CERTIFICATE OF TRANSLATION

I, DOROTHY L. GALE SKI, BTO. NO. 34079, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. NI-15249.

DOROTHY L. GALE SKI
BTO. NO. 34079.

C o p y

Strictly confidential

Leuna plant, 20 Sept 1941

F i l e - n o t e .

Conference at the Reich Ministry for Armament and Limitation on
18 Sept. 1941.

Re : Letter Reich Ministry for Armament and Limitation on 27 Aug. 1941
to I.G., Lu., concerning order for windlasses by Auschwitz.

.....

Dr. Duerffeldt: I did not come to make excuses, but to explain and make things clear and to ask you to understand, how it was that an order which we disapprove and keenly regret, both in its form and execution ever came about. It was due to the regrettable thoughtlessness of a subordinate administrative employee, which passed unnoticed in the pressure of our present day duties.

(page 2 of the original)

Dr. Stellwag: The fact that I.G. showed no reaction to the first letter dated 27 August points to the fact that this was not the slip of a single person, but that there was a wrong spirit in general, which in a firm as big as I.G. is extremely regrettable.

Dr. Duerffeldt: I have to object to the case of a single person being taken as an occasion to reproach a whole big company with not having the right spirit.

Dr. Stellwag: I never said that the management of I.G. did not have the right spirit, but that they never succeeded in getting this spirit to penetrate to the lowest of their departments.

I tried to make Dr. Stellwag understand why orders like this were ever given at all and gave him a description of the life on the construction site in Auschwitz. Dr. Stellwag thought Auschwitz was in the Sudetenland. He was impressed by my description of conditions there and by the reasons I gave for the necessity of seeing to both, the physical welfare as well as living conditions in general of the German people who were detailed to Auschwitz. I referred him to the publications about the new creation of the Gauleiter, the Regierungspraesident and the Landrat in Upper Silesia.

Dr. Duerrfeld: The Regierungspraesident has made the experience that often officials brought by him to Upper Silesia either leave the East after a short time under some pretension or that they deteriorate to the living-standard of the Poles surrounding them. Therefore it is the common endeavor of all Reich-Agencies and of I.G. Farbenindustrie too, to create at Auschwitz a place 1) making life possible even for prisoners Western- and Central-Germans and 2) knowingly differentiating itself from the living-standard prevailing there.

(Page 4 of the original)

(Signature): Duerrfeld

Distribution: Dir. Dr. Schneider
Dir. Dr. Buchfisch / v. Staeden
Files

Dir. Dr. Ambros, Ia.
DI. Obenaus, Berlin.

TRANSLATION CERTIFICATE

I, Yvonne A. Schwarz, ETO No. 20108, hereby certify that the above is a true and correct translation of excerpts of document No. KI-14490, the original of which is in the German language, and that I am thoroughly conversant with the English and the German languages.

Yvonne A. Schwarz,
ETO No. 20108

(handwritten notes): D 188

By courier

To the Reichsminister for
Armament and Munition
Berlin W 8,
Pariser Platz 3 - - - - -

TA/Bau 22.9.1941 S/B.

Your letter of 13.9.1941 no. 9008 - 466.213

With reference to the above letter we inform you, that we ordered immediately the construction management Auschwitz to withdraw the priority certification given to the "Vereinigte Lausitzer Glaswerke" for an order of drinking glasses.

Furthermore we shall make the same request to the firm through our central purchasing office in order to avoid, that the firm uses the priority number for the protection of its workers.

From our side we did not do that immediately because the order was made by our construction management Auschwitz without our knowledge and we assumed, that the construction management by itself would cancel this order.

At the same time we inform you that the order in question was signed by the technical employee Ing. Kurr in the absence of the responsible construction chief Obering. Faust, who at that time was absent on business conferences in Ludwigshafen/Rh. The order itself carries the letter marks of the commercial employee Wenz, as subordinate of the construction management (W/St.)

We regret that by the thoughtlessness of a subordinate office the priority certification was given for this order which as a matter of course is not necessary for the war-important activities of the plant. With regard to this

- page 2 of the original -

I.G. FARBEWINDUSTRIE LTD., LUDWIGSHAFEN /Rh.

To the Reichsminister for TA/Bau 22.9.41
Armament and Munition, Berlin

Your letter of 13.9.41 Nr. 9008 - 466.213

regrettable incident we have taken all steps, as for example the creation of a special order control, in order to make a repetition of such an action once and for all impossible.

However, as an explanation of such a happening we have to point out that the construction project Auschwitz is under the care of a construction management which in the beginning unfortunately was partly staffed with incompetent personnel. This explains it why the men in charge there did not consider in its full meaning the consequences of giving the priority certification. That the order was signed by the controlling office, that is in this case engineer Murr, is to be attributed to the fact that Herr Murr was overburdened by numerous and extensive tasks on the building site and by the extraordinary difficult circumstance of this formerly Polish territory.

We therefore request to see no intention in this deplorable incident but a mistake caused by carelessness - a repetition of which as pointed out, we have made impossible. That the order given at all, is explained by the fact that because of the condition prevalent in Auschwitz which offer extremely difficult living conditions to our German work comrades there, we were forced to make all endeavors for their welfare and to establish a home for the German comrades there in a territory which even today is partly Polish.

These endeavors conform with the rules as they are observed in the newly conquered territory by all government agencies for their officers.

Considering the extraordinary difficulties under which we have to carry out this urgent building pro-

TRANSLATION OF DOCUMENT NO. NI-14491
CONT'D

fect, we request you not to undertake further steps against the men of the construction management who make great and personal sacrifices to open up the building site and who otherwise carry out their tasks in the best way fulfilling all their duties.

With Best Greetings
I.G. Farben-INDUSTRY A.K.A. IG-FAARBEN
(signature): Ambros
signed per power of attorney: SANTO

CERTIFICATE

I, Benvenuto von Salla, AGO D 432532, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of document no. NI -14491

BEN. VON SALLA
AGO D 432532

March 1st, 1948.

- END -

(handwritten note)

The Reich Minister
for Armament and Munitions
9008 733.212
Berlin

27 September 1941
(Initial) S

(handwritten note)
transmitted by phone to
Dr. Santo

To:
I.G. Farbenindustrie Aktiengesellschaft
Construction Management

Auschwitz

Subject: Offense against the regulations of the War Economy.

The I.G. Farbenindustrie, Auschwitz Plant, Construction Management ordered, by means of a letter of which a copy is attached 3460 glasses from the Vereinigte Lausitzer Glaswerke, among others Moselle, Rheinwein and Champagne glasses.

The last paragraph of the order is phrased in such a fashion that the V.L.G. (translator's note: Vereinigte Lausitzer Glaswerke) had the impression, or rather was to have the impression that the special urgency with which the construction project must be furthered applies also to the procurement of these mass-furnishings. The ordering firm achieved the desired impression, for the V.L.G. protested to the head of the investigating commission against the deduction of workers which he had intended and they based their protest on the supposed urgency of the orders.

In this fashion, the I.G. Farbenindustrie, Auschwitz plant, construction management, has strongly misused the term "priority" and has offended against the basic ideas of the economy which is working for the war efforts. After presenting this matter to the Reich Marshal of the Greater German Reich I therefore fine you RM 50 000, in writing, Reichsmark fifty-thousand.

In this case I am going to abstain from an order for penalty after the fine has been paid. I am reprimanding the signatory of the order of 23 July 1941, Engineer Murr, with the remark that in case of repetition punishment will be executed by the public courts of justice or that punitive means of the SS will be employed for the settling of the case.

I request that the fine of RM 50 000 be paid to the National Treasury

(Page 2 of the original)

Berlin W 8, Business Account Berlin 30 201 with the remark: "By order of the Reich Minister for Armament and Munitions" and mentioning the above file notes.

(Signature): Dr. Todt

TRANSLATION CERTIFICATE

I, JOHN J. BOLL, AGO 1-444412, hereby certify that I am thoroughly conversant with the German and the English languages, and that the above is a true and correct translation of document NI-15245, the original of which is in the German language.

JOHN J. BOLL
AGO 1-444412

END

77

TRANSLATION OF DOCUMENT NO. NI-15246
OFFICE OF CHIEF OF COUNSEL FOR THE CRIMES

Copy

Telegram

Me 29 6.10.1941 8.45 LU Dr. Ambros

Prof. Krauch has decided that fine has to be paid at once without accompanying letter. Letter will be mailed after additional documents about investigation are available, letter about further information will follow.

Darrfeld ME

CERTIFICATE OF TRANSLATION

I, YVONNE L. SCHRAZ, ETO. NO. 20108, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of document No. NI-15246.

YVONNE L. SCHRAZ
ETO. NO. 20108.

(handwritten)

Glass-affair

Berlin, 3 October 1941

File - Memorandum

Subject: Order of the Vereinigte Lausitzer Glaswerke,
Berlin SO 35, of 23 July 1941.

An examination of the matter showed the following state of affairs, to the extent that a subsequent definite explanation is possible:

- 1) Anschwitz - in the former Galician-Polish territory - is unsuitable for people of German culture and, apart from exceptions, is only worth to be maintained as a museum piece of inferior Polish cultural efforts. There is not the slightest possibility of supplying locally even the most primitive demands. Also the neighboring towns are not in a position to supply the sizeable direct or indirect requirements which are created by the establishment of a very large industrial plant.
- 2) Thus, an order for beer-glasses, water-glasses, milk-glasses, and glass-plates was written out to the VLG (Translator's note: Vereinigte Lausitzer Glaswerke) and this order was mistakenly given the priority number since, as far as was known, private orders for glass-articles may not and cannot be fulfilled any more.
- 3) During the presence of the manager of the Mess of another I.G. plant this order was disclosed and it was mentioned that at the same time some wine and champagne glasses could be ordered. The above-mentioned order was then rewritten and supplemented by the wine and champagne glasses that are being objected to. Because of the unusual work-burden of our associates this copied order which had also been given the priority number went through and the priority number was not deleted.
- 4) It must be remarked that for the time being the construction management is still squeezed together into a very small space, so that there are sometimes up to seven gentlemen in a room measuring 16 square meters which already is crisscrossed with furniture. In addition, there are only few qualified people available at the moment and the demand on our associates is such that they are working twelve hours and more daily, mostly even on Sunday. All of our associates are working up to the limits of their ability. They must be given this much credit.

(page 2 of original)

- 5) It is not a matter of "cut luxury-glasses" but only glasses of the most simple kind which cost from 00.32 RM to 00.47 RM per piece, of the kind which could formerly be bought by the lost at any common store at a price of from 00.50 RM to 00.80 RM per piece. The expression "finger-bowls" is only the technical term for fruit and desert plates. The value of the total order amounts to 795.53 RM. The champagne glasses that are being objected to require one day's work by a young girl, and the wine glasses require two days' work.
- 6) Instead of Chief Engineer Faust who was away in Ludwigshafen at the time, Engineer Ihrr signed the order. He is a proven practical

worker and technician who at that time was especially overworked.

- 7) On the basis of their exact knowledge of the especially difficult conditions the construction management sees in this regrettable slip not a lack of proper attitude but only the expression of human insufficiency. All our associates do their duty day after day far beyond the required amount and with a self-denial that is beyond criticism in order to fulfill the task that was given to them by the supreme national leadership on time and without regard to difficulties.
- 8) The self-denial which our associates show is proven by the fact that almost all of our associates fell sick of vomiting diarrhea because of the poor condition of the drinking water. The supply of meat and other food is completely insufficient as the attached pictures show. Several women fell sick because they worked with inferior meat.
- 9) Our associates' credit in regard to self-denial and idealism is so strong that this credit may demand and can stand a strong strain.
- 10) The amount and the weight of the sentence as well as the threatened punishment is going to create by itself among our associates the impression of lack of understanding for the difficulties which probably are not known to the Herr Minister

(page 3 of original)

and it is going to create the psychological effect that the idealism which is present to a great degree will be lessened or even lessened. The importance and the urgency of the task permit this as little as it permits our associates bureaucratically and passively to let the further development approach them. The task demands rather that every one of our associates participates actively in carrying into effect the national executive - even at the danger of some slips.

- 11) In view of the especially difficult conditions in Auschwitz it is requested that the punishment levied be not executed and that a reprimand be considered sufficient. It is also requested that the local conditions be inspected and that the construction management be supported by the establishment of a plan for so-called secondary requirements.

(signature): Holvert

CERTIFICATE OF TRANSLATION

I, JOHN J. BOLL, ADO #A-4-4412, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. NI-15347.

JOHN J. BOLL,
U.S. Civilian,
ADO #A-4-4412.

E N D

(Page 1 of the Original)

I.G. LUDWIGSHAFEN
Technical Department

To :

Messrs. Director Dr. Ambros, Lu 1
Director Brendel, Legal Department 2x
Chief Engineer Dr. Duerrfeld, Leuna-Plant
Dr. Eisfeld, Lu 1
Purchasing Department
Construction Management Auschwitz, 2 x

TA/Bau 13 October 1941 S/Sch.

Order for glasses from Auschwitz.

Attached to this letter I send you a chronological survey of what happened in the case of "order for glasses from Auschwitz". This survey is written on the basis of files in my hands and on the basis of known facts.

(Signature): Santo

(Page 2 of the original)

Chronological survey of the matter "Order for glasses from Auschwitz". -----

23 July 1941.

Glasses etc. ordered by construction management Auschwitz with the firm "Vereinigte Lehnitzer Glaswerke A.G." with reference to priority GB Bau O.E. Breslau 3.

Kind of order:

| | | | | | | |
|------|--------|---------------------------|----|------------|----------|------|
| 1000 | pieces | beer glasses Kyffhauser | at | a price of | 10,5 Pf. | each |
| 360 | " | Monopol glasses | " | " | 19 | " |
| 360 | " | liquor glasses | " | " | 25 | " |
| 240 | " | tonshaped glasses | " | " | 11,5 | " |
| 240 | " | milk glasses | " | " | 17 | " |
| 60 | " | jars 1,5 liter | " | " | 85 | " |
| 60 | " | " 2 " | " | " | 99 | " |
| 240 | " | plates 15 cm | " | " | 14,2 | " |
| 60 | " | bowls 14 cm | " | " | 20 | " |
| 60 | " | bowls 17 " | " | " | 30 | " |
| 60 | " | bowls 25 " | " | " | 65 | " |
| 60 | " | lemon-squeezer | " | " | 11 | " |
| 60 | " | finger-bowls (salt-bowls) | " | " | 60 | " |
| 120 | " | loosel wine glasses, cut | " | " | 32 | " |
| 120 | " | Rhine wine glasses, cut | " | " | 32 | " |
| 120 | " | Champagne glasses, cut | " | " | 47 | " |
| 120 | " | sweet wine glasses, cut | " | " | 30 | " |
| 120 | " | liquor sten, cut | " | " | 32 | " |

TRANSLATION OF EXCERPTS FROM DOCUMENT NI-15250
OFFICE OF CHIEF OF COUNSEL FOR THE CRIMES

total value of the order is RM 795.-

signed for by Engineer HERR

30 July 1941

Checking of the number of orders and of the number of the number of
persons employed with the execution at the "Vereinigte Leusitzer
Glaserwerke" by an investigating commission.

(page 7 of the original)

.....

(Signature): Santo

TRANSLATION CERTIFICATE

I, Benvenuto von HALLE, AGO D 432532, hereby certify that I am thoroughly
conversant with the English and German languages and that the above is a
true and correct translation of excerpts of document no. NI-15250, the original
of which is in the German language.

Benvenuto von Halle
AGO D-432532

30 April 1948

- 2 -

E N D

MILITARY TRIBUNAL NO.

CASE NO.

Examination Document Page No.

Rebuttal Book 94

English



INDEX TO PROSECUTION DOCUMENT BOOK 94

(Rebuttal Book No. III)

CASE VI, COURT III - MEDICAL EXPERIMENTS

1. The Prosecution introduced evidence showing that the defendants, particularly HOERLEIN, LAUTENSCHLAGER and MANN, were involved in shipping quantities of preparations to concentration camps for experimental purposes. The Defense has repeatedly objected to translating the word "Versuch" as "experiment". Although the Prosecution does not rely on the word "Versuch" as a word of art, it offers the following document to rebut the voluminous testimony by the Defense to the effect that "Versuch" does not mean "experiment".

| Document Number | Exhibit Number | Description of Document | Page in: Document Book | Transcript |
|-----------------|----------------|---|------------------------|------------|
| NI-24, 24a | | Excerpt from the German-English technical dictionary compiled by I.G. Farben. On page 446 of the dictionary the following translations are given: | | |

| German | English |
|-----------------|---------------------------------|
| "Versuch | Experiment, test, trial" |
| "Versuchen | To experiment, to test, to try" |
| "Versuchsarbeit | Experimental work" |

2. The Defense has introduced evidence, including the testimony of the defendant HOERLEIN, that no inference could be drawn from the Farben documents (Farben letters, reports, minutes, etc.) introduced by the Prosecution that artificial infections were involved. The Prosecution offers the following documents in rebuttal which indicate that no other reasonable inference could be drawn than that artificial infections were involved.

| Document Number | Exhibit Number | Description of Document | Page in: Document Book | Transcript |
|-----------------|----------------|-------------------------|------------------------|------------|
|-----------------|----------------|-------------------------|------------------------|------------|

NI-15, 252 Affidavit of Prof. Ludwig Fleck, "I am the author of some 10 to 14 publications in Polish, German and English on the subject of typhus. I presently hold a professorship of microbiology on the medical faculty at Lublin and am chief of the Institute of Bacteriology of the University of Lublin".

Prof. Fleck presents an analysis of certain Prosecution documents and reaches the following conclusion: that the experiments or tests referred to in the documents studied "could not involve anything other than artificial infection, particularly since after two months the Behringwerke requested a report, and after three months the report in fact went to the Behringwerke".



| Document Number | Exhibit Number | Description of Document | Page in: | |
|--------------------|-------------------|-------------------------|----------|-----------------|
| | | | Document | Trans- cript |

NI-15,241

Joint affidavit of Graham Selby Wilson, Doctor of Medicine, Fellow of the Royal College of Physicians, Director of the Public Health Laboratory Service, Westminster, London, England, and Arnold Ashley Miles, Fellow of the Royal College of Physicians, National Institute for Medical Research, Hampstead, London, England.

The affiants in their publication "Principles of Bacteriology and Immunity" discuss the efficacy of various typhus vaccines and refer, among others, to the Ding report of 1943.

Referring to the Ding report, the two British authors state "that the conditions under which these observations were made were almost certainly experimental was deduced entirely from a study of Dr. Erwin Ding's paper itself, and not from any external source of information..... It is difficult therefore to envisage the conditions described by Dr. Ding without assuming that the persons were selected beforehand, that six groups of them were inoculated with different vaccines, and that 6 - 8 weeks later, every member of the groups, together with two control groups, was exposed to experimental infection with the typhus virus".

NI-15,043

Affidavit of Prof. Ludwig Fleck analysing the Ding work (see NI-15,241 above) entitled "Concerning the Protective Effect of Different Typhus Vaccines on Human Beings and on the Course of the Typhus Disease After Immunization" (Zeitschrift fuer Hygiene und Infektionskrankheiten, Band 124, 1943, Seite 670-682, erschienen im Springer-Verlag).

Prof. Fleck states: "It can be clearly seen that experiments are involved in which human beings were artificially infected with typhus".

3. The principal witness for the defendant LAUTENSCHLAGER, Dr. Demnitz, testified that it was necessary to prove the Behringwerke vaccine since that was the only way to obtain large-scale production. He stated specifically that it will be impracticable for Behringwerke to switch to the method employed by the Robert Koch Institute. The Prosecution offers the following exhibit in rebuttal.

| Document Number | Exhibit Number | Description of Document | Page in: | |
|--------------------|-------------------|-------------------------|----------|-----------------|
| | | | Document | Trans- cript |

NI-14,038

File memorandum about the typhus vaccine conference in Marburg on 4 May 1942. Typhus vaccine of the Behringwerke held to be less effective than

that which was produced by the Robert Koch Institute. Behringwerke is therefore directed to change its method of production and to follow the method employed by the Robert Koch Institute.

4. With respect to the Defense contention that the products were sent only to help the sick persons and not for purposes of making tests, and particularly that all shipments to Ding ceased when it was suspected that Ding's methods might not be proper, the Prosecution offers the following documents.

| Document Number | Exhibit Number | Description of Document | Page in: Document Book | Transcript |
|-----------------|----------------|---|------------------------|------------|
| NI-11,406 | | Letter of the defendant LAUTENSCHLAGER to Mrugowsky, dated 19 March 1943. LAUTENSCHLAGER writes to Mrugowsky that he would be interested in having the typhus preparation Rutenol tested clinically. He states "We have seen to it that sufficient experimental quantities for the treatment of 100 cases will be sent to the garrison doctor of the Waffen-SS, Weimar (Dr. Hoven). We are enclosing a leaflet on Rutenol for your information and would like you to be so kind as to cause the necessary tests of the preparation to be made as soon as possible." | 14 | |
| NI-7724 | | Letter of the defendant LAUTENSCHLAGER to Hoven, 19 March 1943. LAUTENSCHLAGER writes: "We have made arrangements for 100 bottles of Rutenol to be dispatched to you. We would ask you kindly to have this sent to Sturmbannfuhrer Dr. Ding." | 15 | |
| NI-11,408 | | Letter from LAUTENSCHLAGER to Dr. Ding, 31 March 1943. LAUTENSCHLAGER expresses regret because of delay in delivery of the typhus preparation and states: "In the meantime, in order that you may not be forced to discontinue the experiments planned on account of lack of material, we forward 50 bottles of the 5% granulate as a substitute. This will be equally suitable for the experiments as both preparations contain the same active constituent." | 16 | |
| NI-10,276 | | Letter from Demnitz to Dr. Ding, 5 Jan. 1944. Demnitz informs Ding of shipment of Frankelformoltoid for the continuation of his immunisation experiments. | 18 | |
| NI-10,275 | | Letter from Schmidt to the experimental station, Buchenwald (Dr. Ding), dated 18 Jan. 1944. Letter indicates Behringwerke still dealing with Dr. Ding for the purpose of having further tests made and indicates also that the experimental subjects available to Dr. Ding are under-nourished. | 19 | |

5. The following document indicates the same initiative on the part of Farben in the case of medical experiments at Auschwitz.

| Document Number | Exhibit Number | Description of Document | Page in: | |
|-----------------|----------------|---|---------------|------------|
| | | | Document Book | Transcript |
| NI-5426 | | Letter from I.G. Leverkusen to Dr. Vetter at the concentration camp Mauthausen, dated 17 April 1944. This letter, signed by both Dr. Lascker and Dr. Koenig, Leverkusen, indicates that the initiative for conducting medical experiments in the Auschwitz concentration camp was taken by I. G. Farben, and also the fact that the several changes of the doctor in charge had no deterrent effect on the Farben desire that the experiments be continued. | | 2a |

COUNT IV

6. The defendant von DER HEYDE testified that he was no longer attached to the SD Main Office after the crucial date 1 September 1939.

| Document Number | Exhibit Number | Description of Document | Page in: | |
|-----------------|----------------|--|---------------|------------|
| | | | Document Book | Transcript |
| NI-6712-C | | Application form, filled in by the defendant von DER HEYDE on 6 May 1939 in which he requests the forms for a marriage application needed by SS-members, showing his membership in the "Allgemeine SS" (general SS) with the SD-Main Office as his unit. The defendant lists Standartenfuehrer (SS-Col.) SIX (defendant in the Einsatzgruppen Case), Chief of a department in the SD Main Office, as his superior. | | 21 |
| NI-6712-D | | Correspondence concerning the approval to the marriage application of the defendant von DER HEYDE, 16 October 1939, showing his unit as the SD-Main Office. Himmler personally approved and initialed the application. A copy of the approval was sent to the SS-unit of the defendant, namely the SD-Main Office. The defendant confirmed the receipt of the application with his own signature and gives his rank as SS-Untersturmfuehrer (SS-Lieutenant). | | 24 |

"DURESS" AND "PSYCHOLOGICAL DURESS"
IN INTERROGATIONS

7. The defense has offered some testimony and claim that the defendant VON SCHNITZER was subjected to duress when he signed affidavits which were submitted in evidence during the prosecution's case in chief.

| Document Number | Exhibit Number | Description of Document | Page in: Document Trans- Book script |
|--------------------|-------------------|---|---|
| NI-15256 | | Affidavit of Hans J. Wolffschon, who worked with Dr. von SCHNITZER in correcting interrogations, etc. Dr. von SCHNITZER freely made his statements. He indicated that the only "moral pressure" to which he had been subjected was by former technical colleagues at Kransberg Prison. Affidavit includes excerpts from interrogations showing that the defendant von SCHNITZER stated that he had no additions or corrections to make to his affidavits or statements after three weeks for consideration. | 27 |

8. The defendant GATTINEAU testified that interrogator Otto Verber suggested to him that he should consider his family in connection with making statements in his interrogations.

| | | | |
|----------|--|---|----|
| NI-15363 | | Affidavit of Otto Verber stating that he never made any such statements or suggestions to the defendant GATTINEAU. The defendant GATTINEAU apparently confused discussions of a proposed visit by GATTINEAU's wife which were initiated by the defendant GATTINEAU with another interrogator, Mr. Peter Miller. | 38 |
|----------|--|---|----|

LAW OF WAR

9. To rebut testimony that the defendant GAJERSKI and Farben leaders had no knowledge of violations of the Hague Rules of Land Warfare and the Geneva Convention.

| | | | |
|----------|--|---|----|
| NI-14033 | | Letter to the defendant GAJERSKI, 27 September 1944, from Farben lawyer Deiseman, stating: "It is well known that actual warfare has parted in many respects from the idea of the Hague Convention on land warfare. The military governors or the civilian authorities of the occupation power, with binding obligation have issued decrees for the population of occupied territories on the basis of their actual power, which are not at all in line with the Hague Convention. Only in regard to the treatment of prisoners of war have the decrees of the Hague Convention been somewhat carried through." | 40 |
|----------|--|---|----|

PRISONERS OF WAR IN "ARMAMENT" WORK

10. The defense has claimed that prisoners of war were not used in "armament economy" in the chemical field.

| Document Number | Exhibit Number | Description of Document | Page in Document | Trans-Book | Script |
|-----------------|----------------|--|------------------|------------|--------|
| EO-160 | | Secret letter from the Minister of Armament and Munitions, pencil note "Krauch", to the Chairman of the Inspection Commission, 10 February 1941: The importance of the KRAUCH chemical production plans as well as the "chemical armament program" outside of the KRAUCH plan "which comprises actual chemical production as far as it is of importance in deciding the war" is discussed in connection with manpower. An attached decree states that upon Goering's orders 100,000 French prisoners of war "who until now have not been employed in the armament industry and are to be transferred to the armament economy (air force industry). Vacancies created by this action will be filled up by Soviet prisoners of war". | 41 | | |

GEBECHEN AND "FORCED" LABOR

11. Voluminous defense testimony has been given that the KRAUCH Office took no initiative concerning the employment of concentration camp inmates by chemical firms.

| | | | | | |
|----------|--|---|----|--|--|
| WL-15165 | | Telegram from the Gebechen Office to Farben's Bitterfeld plant, 21 December 1943: "Urgently request advice by Monday whether you can employ German concentration camp inmates". | 45 | | |
|----------|--|---|----|--|--|

BOSCH AND HITLER'S ECONOMIC ADVISOR

12. The defense has continuously asserted that Professor Bosch was on unfriendly terms with leading Nazis.

| | | | | | |
|----------|--|--|----|--|--|
| NI-13976 | | Letter from Keppler (Hitler's personal economic adviser) to Prof. Bosch, 6 April 1935: Keppler tells Bosch that Hitler "pointed out to me that the political situation require particular precautions with the foreign political situation as it is I have no doubt that the Fuehrer's fear that it will become even more difficult to get raw material will be even more justified". Farben's contributions discussed. | 46 | | |
|----------|--|--|----|--|--|

FOOT: PREPARATIONS AT LUDWIGSHAFEN/OPPAU
AND OTHER PLANTS

13. The defense has offered testimony that there were no war production plans for the Ludwigshafen/Oppau plants; that officials of the Military-Economy Office did not visit Ludwigshafen/Oppau in connection with mobilization plans before September 1939; that stock piling was unimportant in military planning; that mobilization schedules for Ludwigshafen were established only in August or September 1939; and that the defendants AMEROS and WEBSTER particularly had no knowledge of any prior planning concerning mobilization plans for Ludwigshafen/Oppau.

| | | | |
|-----------------|----------------|-------------------------|--------------------------------------|
| Document Number | Exhibit Number | Description of Document | Page in: Document Tran- script |
|-----------------|----------------|-------------------------|--------------------------------------|

| | | | |
|---------|--|--|----|
| NL-7452 | | Excerpts from weekly reports of the Feldwirtschaftsamt (Military-Field Economics Office) of the OWA (High Command of the Army) from July 1938 to May 1940. The weekly reports are full of notations of visits by leading military-economy officials to Ludwigshafen/Oppau and, vice versa, of Farben officials from Ludwigshafen/Oppau to the Military-Economy offices of the Army. Mobilization schedules are constantly discussed. Stock piling because Ludwigshafen is in the "red" area is shown as a matter of pressing, repeated, and open concern to the military authorities. Demonstrates knowledge of imminent military action likely to involve Ludwigshafen. | 49 |
|---------|--|--|----|

14. The defense has given evidence that the Buna and synthetic rayon production were intended for peacetime purposes, and that Farben participated in these programs for reasons of "private economy".

| | | | |
|----------|--|---|----|
| NL-14279 | | Minutes of meeting, 15 June 1935, in KRAUCH's Office for Raw Materials; present among others, the defendant TER MEER, representatives of War Ministry, Army Ordnance, Kuyper Office and KRAUCH. KRAUCH explained, "that the general situation made a further increase in the production of synthetic rubber urgently needed". TER MEER stated that "should the expansion have to be carried out in the near future, it will only be possible to work according to the 4 step process, since the earliest date at which the 2 step process can be made ready for large scale manufacture is the middle of 1937. The loss investments connected with the temporary execution of the 4 step process amount to 3 million marks for the 200 tons per month plant at present under construction, and 10 million marks for the additional 800 tons per month." | 61 |
|----------|--|---|----|

NI-14083

Letter from Goering's office to the defendant GAWZSKI dated 15 January 1938, stating among other things that "the demand made by you for a sales guarantee for your production of rayon cord for three years is fulfilled."

64

AGGRESSIVE WAR

15. The defense has given evidence that Farben, as a principal producer of light metals, could not know the end use of light metal products in the armament.

NI-14561

Letter from the High Command of the Navy to Farben's Bitterfeld plant concerning "torpedo boat 37, light metal superstructures", 11 February 1939: "At the suggestion of Farben it is proposed that this be carried out in aluminum/magnesium alloy". The nature of the detailed superstructure is set forth.

65

16. To rebut testimony that Farben did not know that intermediate products were to be shipped to plants producing chemical warfare agents; and to rebut testimony that Farben did not participate in preparation for the production of chemical warfare agents to be used for war.

NI-14254

Draft of note 14 February 1939, by Boeckler (AMERLOS' assistant) stating: "During today's negotiations the Army Ordnance Office was of the opinion that it did not desire a plant in Huels with an annual production of 9,500 tons of oxol L, since a project of similar size was already planned for Trostberg. It desired a production of 4,800 tons of oxol L and 4,800 annual tons of D L and finally agreed to have production in Huels fixed at 7,200 annual tons of oxol L and 2,400 annual tons of D L. The D L plant should only be operated in case of war, apart from a short trial run, which is necessary because the Huels D L plant is the first of its kind."

67

NI-14250

Contract dated October 1938 effective retroactively to 1 October 1937, between Farben (signed by AMEROS) and Montan, reciting that Farben had developed a process for the production of UP salt (chemical warfare agent) at the Ludwigshafen plant (under AMEROS jurisdiction) and "as far as the production Thionylchlorid and UP salt is concerned, I.G. Farben gives technical assistance with the construction, installation, operation and maintenance of the experimental plant which primarily is to have a capacity of one ton UP oil per day. In addition it agrees to advise Montan in the field of chemistry, including experimental work which may become necessary in that connection."

69

17. Rebuttal of testimony that Farben was always anxious to live up to its contractual obligations to transmit abroad secret processes and "know-how", and that Farben was helpless because of Government orders.

NI-14073

Letter, 15 February 1937, from Farben's Legal Department (Deitsmann) to the defendant GAJDUSKI stating: "I have studied the question of whether there are any legal regulations which prohibit the transmittal of secret processes abroad even in such cases where contractual agreements constitute an obligation to this effect ... All the prohibitions and restrictions in this respect are based either on considerations of foreign currency control or of military economy However I am certain if our interests should necessitate it, there would be no difficulty in obtaining administrative intervention by the Reich Ministry of Economics, in the form of a prohibition or a decree which would be the equivalent to a prohibition (against the transmittal of processes abroad) The Reich Ministry of Economics would therefore provide us with a pretext without any difficulty and we could then refer the contracting parties concerned to that".

74

18. Testimony has been given that Farben considered the mobilization planning as unimportant "red tape". The seriousness with which mobilization planning was undertaken is shown below by the nature of the files which were maintained at Farben's Hoechst Plant.

NI-15075

Affidavit of Dr. Hailbrunn, Office of Chief Counsel for War Crimes, re the detailed MOB plan records that were found in the Farben plants.

76

"JEWISH" CONCESSIONS

19. Testimony has been offered that this law did not apply to Farben, and for the sake of the record we feel the law which did not except Farben (the exemption according to the testimony was by decree) should be before the Tribunal.

NL-15171

Decree of 14 June 1938 of German Reich holding that a firm is deemed to be Jewish if one or more of its members on the Aufsichtsrat are Jews.

78

"DURESS" and "PSYCHOLOGICAL DURESS"
IN INTERROGATIONS

20. The defendant SCHNEIDER testified (T. 7403-7406) that the circumstances of his interrogations did not permit him to make necessary corrections, etc., in his affidavits which were executed sometime after the interrogations.

NL-15243

Affidavit of Arthur T. Cooper, interrogator, concerning the extended consideration given to the correction of statements made in interrogations as well as to the affidavits by the defendant SCHNEIDER, etc. Some proposed corrections by the defendant SCHNEIDER attached.

80

21. General Milch testified that persons not working in the aircraft industry would not know what letter number designations meant, etc., in speaking of prosecution exhibit 1970.

NL-15152

15160

Affidavit of Hans J. Wolffsohn referring to popular German magazines, etc., referring to types of airplanes by the same designations used in prosecution exhibit 1970, and statement concerning knowledge of aircraft program by a producer of nearly the entire magnesium and magnesium-alloy requirements for aircraft construction.

83

TECHNOLOGICAL DICTIONARY
for
INDUSTRIES CONSUMING PLASTIC AND
TEXTILE AUXILIARIES
compiled by
I.G. Farbenindustrie Aktiengesellschaft
Frankfurt a.M.

PART II
German - English

(page 2 of the original)

.....

Experiment

Test

Trial

Versuch

.....

TRANSLATION CERTIFICATE

I, Yvonne A. Scherer, DCO No. 20106, hereby certify that this above is a
true and correct translation of document no. VI-14244, and that I am
thoroughly conversant with the English and the German languages.

Yvonne A. Scherer,
DCO No. 20106

AFFIDAVIT

I, Professor Ludwik FLECK, after having first been warned that I will be liable for punishment for making a false statement, state herewith under oath, of my own free will and without coercion, the following:

I was born on 11 July 1896 in Lemberg, I took my doctor's degree in medicine in 1922 in Lemberg, and from 1919 - 1922 was assistant to Professor Weigl in Przemyśl and Lemberg. From this time on I dealt particularly with typhus. I drew up between 10 and 14 publications on typhus in Polish, German and English, stating amongst other things the exanthem reaction, and describing the phenomenon of the elimination of antigenic matter with the urine in the case of typhus patients. I also published a treatise on typhus vaccine from the urine of patients, and sketched a new method of Rickettsia agglutination. I now hold the post of professor of microbiology at the faculty of medicine in Lublin, and as director of the bacteriological institute of the University of Lublin. as an expert in the typhus field I declare the following:

From the report of the conference in the Reich Ministry of the Interior of 29 December 1941 (WI 12181) the following is evident:

At that time (1941 - 42) the typhus question was considered very important as the leading experts had come together for consultation. The participation of I.G.: Dr Zahn, Dr Neumann, Dr. Demnitz, shows that there were plans for the preparation of vaccine.

(Page 3 of original.)

It was established at the conference that the efficacy of louse-vaccine had been proved but that there was not yet the same certainty with regard to vaccine from egg-cultures (page 51), although Professor Gildemeister had already handed out 2700 doses of his vaccine and with one exception no one had fallen sick from it so far. In the months of October and November Professor Kudicke had injected 3000 doses into people who were in danger without there being any disappointing effects right up to the end of December.

Here it must be noted that Weigl's examination of louse-vaccine lasted some 20 years. Prof. Weigl, who ran an institute at first in Przemyśl and then in Lemberg, began his work of looking for an effective typhus vaccine in 1919 approximately, and worked until 1940 on the development of a louse-vaccine, until he had acquired the necessary certainty. During all this time Weigl carried out vaccination in localities where typhus was endemic (Jarosław). In China and Abyssinia, too, he carried out as many as 50,000 vaccinations approximately, and it must be stressed that these observations, which stretched over a number of years, were all systematically filed.

Weigl's way of working and the fact that he experimented for years with his vaccine as well as the results he obtained were known all over the professional world.

On the other hand, the investigations carried out by Gildemeister and Kudicke only involved 6,000 persons and a period of observation of approximately 3 months. These experiments were quite rightly considered to be inadequate.

At the conference on 29 December 1941 a decisive test was now requested. One would suppose that such a decisive test would involve approx. 10-15,000 doses and an observation period of at least one year if it were to take place under natural conditions. From the documents we see,

(page 2 of original cont'd)

however, that the supply delivered amounts to 50 doses of one vaccine and a different quantity of

(page 3 of original)

another and weaker vaccine. From Ding's work in 1943 it can be seen that the second delivery was not much bigger. (NI-9752).

From Document NI-10355 it is clear that the amounts were sent to the concentration camp in Buchenwald for testing.

The dangerous condition of persons vaccinated by Kudicke has been described by him as considerable. In no other experiment could more be expected. Where is the difference, then, between the new experiment which is planned in the concentration camp at Buchenwald and former experiments? How was the new experiment to prove decisive? As the new, large-scale experiment was planned with the aid of Krugowsky and Krugowsky in any case is not to be put on a par with Kudicke or Gildmeister as an expert, it is to be supposed that the decisive difference in the new experiment planned lies in the conditions which are not the same. It was known that the SS-doctors had no other conditions available to them except the concentration camps. The connection with Krugowsky made it a foregone conclusion, therefore, that the experiment would necessarily be carried out in a concentration camp, that is, under conditions which were not normal.

From other documents it is clear that immediately after the conference Dornitz has 50 doses sent to Hoven in Buchenwald for the big-scale experiment. (It is mentioned in the letter that this is the vaccine which was agreed upon at the conference of 20 December 1941).

It is not to be assumed that experiments on animals were carried out there, for experiments on animals or laboratory experiments to test immunity with serum could be carried out more usefully by Gildmeister and Kudicke in their own institute.

No expert could suppose that Hoven would have better conditions in the concentration camp at Buchenwald for a natural examination than Kudicke, who vaccinated in the Warsaw Ghetto, where there was an outbreak of typhus at the time.

(page 4 of original.)

So that it could not be a question of anything else but an artificial infection, all the more so as already after two months a report was requested by the Behringwerke, and after 3 months a report actually went to the Behringwerke. (NI 1429).

I have carefully read each of the four (4) pages of the declaration and have signed them personally. I have made the necessary corrections in my own handwriting and initialed them and I declare herewith under oath that I have given the pure truth to the best of my knowledge and conscience.

(signature) Dr. Ludwik Fleck
LUDWIK FLECK

(page 4 of original cont'd)

Sworn to and signed before me this 13th day of February 1948 at
Nuremberg by Ludwig FLECK
known to me to be the person making the above affidavit.

(signature) Hervando von Halle
HERVANDO VON HALLE

US CIVILIAN ADO D432532
OFFICE OF CHIEF OF
COUNSEL FOR WAR CRIMES
US WAR DEPARTMENT

CERTIFICATE OF TRANSLATION

I, Dorothy E. PLUMMER, USFET 482, hereby certify that I am thoroughly
conversant with the German and English languages; and that the above
is a true and correct translation of Document No. NL-15252.

Dorothy E. PLUMMER
USFET 482

END

- 3 -

4

In the matter of Vaccination against Typhus Fever.

UNITED KINGDOM OF GREAT BRITAIN }
CITY & COUNTY OF LONDON, ENGLAND }

57.

CHARLES BRIBBY WILSON, Doctor of Medicine, Fellow of the Royal College of Physicians, Director of the Public Health Laboratory Service, Westminster, London, S.W.1., England, and ARTHUR ASHLEY DING, Fellow of the Royal College of Physicians, National Institute for Medical Research, Hampstead, London, N.W.3., England, being first duly sworn depose and say.

THAT on page 1860 of the third edition of Hopley and Wilson's "Principles of Bacteriology and Immunity" (Wilson, G., and Miles, A.A. London, 1946, Ed. Arnold & Co.), discussing the efficacy of various typhus vaccines, they wrote the following passage: "Ding (1943), on the other hand, who made observations on human beings under what seem to have been almost experimental conditions, was led to conclude that rabbit and dog lung vaccines and chick embryo vaccines were equally satisfactory and yielded results not inferior to those of Weigl's louse vaccine. None of them appeared to protect against the disease itself, but all of them shortened the fever, diminished the nervous symptoms, rendered the illness milder, and conferred a high degree of protection against death".

THAT the conditions under which these observations were made were almost certainly experimental was deduced entirely from a study of Dr. Arthur Ding's paper itself, and not from any external source of information. The paper in question was published in the Zeitschrift fuer Hygiene und Infektionskrankheiten (1943, vol. 124, Heft 5, p. 570.), and was probably seen by them towards the end of 1943, though of the exact time when they read it they cannot be certain. The reason that led them to their deduction may be summarized as follows.

Six groups of persons inoculated with different vaccines,

(page 2 of the Original)

together with two uninoculated control groups, were observed. The average age of the persons in these groups (see Table I) was remarkably similar, suggesting the use of artificial selections beforehand. The number of persons in each group is not stated, but from the fact that in one group (I C see Table 7) the percentage of patients developing complications is given as 0.5, it is probable that there were at least 200. Since it is stated that the groups were of approximately equal size, it seems probable that each of the inoculated groups comprised not less than 200 persons, making a total of 1200. The size of the control groups is more doubtful, but assuming that it was not less than that of the individual inoculated groups, the tentative conclusion may be drawn that at least 1200 inoculated and 400 control persons were under observation.

THAT the statement is made that all the inoculated persons who contracted typhus fever became ill 5 - 8 weeks after being vaccinated, and that the persons in the control groups were affected at the same time and in the same place. It is further stated that between their vaccination and the date at which they developed their disease, the inoculated persons were protected completely against any risk of infection with typhus fever, and that the day on which all the persons became ill was known with certainty. No one familiar with the epidemic conditions could readily conceive of such conditions occurring under ordinary arrangements. In diseases born by water or food, such conditions could occur

in which the probable day of infection can be reliably deduced; but in most other communicable diseases in which infective material is of respiratory or dermal origin, such as measles for example, it is notoriously difficult to be certain of the exact day on which the patient became infected. Sometimes in rural practices, where contact is much less than in towns, a history

(Page 3 of the original)

possible
may be obtained of the "one and only exposure" to infection; but that the exact day of natural infection could be ascertained for something like 1600 patients in a disease normally conveyed by lice is to suppose the impossible. It is difficult therefore, to envisage the conditions described by Dr. Ding without assuming that the persons were selected beforehand, that six groups of them were inoculated with different vaccines, and that 5 - 8 weeks later, every member of the groups, together with the control groups, was exposed to experimental infection with the typhus virus.

AND THAT the probable truth of this deduction is supported by the extreme shortness of the incubation period observed in the patients. The normal incubation period of typhus fever is about 12 days. The commonest incubation period in the control groups observed by Dr. Ding was 2-3 days, and in the inoculated groups 4 - 7 days. This suggests that the patients must have been exposed to an unusually heavy infecting dose. Some confirmation of this conclusion is afforded by the description in Dr. Ding's paper of four cases of laboratory infection, in one of which - presumably Dr. Ding himself - infection occurred from a lancet charged with a culture of typhus virus. In these four cases the incubation period was 2 - 3 days, corresponding in fact to the average incubation period in the control groups of typhus fever patients. The tentative conclusion may therefore be drawn that both the inoculated and the control subjects were infected experimentally with a known culture of typhus virus.

SUBSCRIBED AND SIGNED by the said
DR. GEORGE SAILEY WILSON and
DR. ARTHUR ARTHUR JILES at No. 41,
Whitehall, London, England, this
15th day of April 1948.

(Signature): G.S. Wilson

(Signature): A.A. Jiles

Before us -

(Signature): illegible

(Stamp):

NOTARY PUBLIC

LONDON

My Commission expires with Life

C o r t i f i c a t o

I, IVOR A. SCHWARTZ, LTO No. 20106, hereby certify that the above is a true and correct copy of Document No. MI-15241, the original of which is in the English language.

IVOR A. SCHWARTZ
LTO No. 20106

AFFIDAVIT

I, Professor Dr. Ludwig F l e c k, born 11 July 1896, residing in Lublin, Lubartowska 87, after having been informed that I render myself liable to punishment if I make a false affidavit, do herewith state the following under oath, voluntarily and without coercion:

1. From the work of Erwin D i n g "The protective effect of various typhus vaccines in humans and the course of Typhus after vaccination" (Periodical for Hygiene and Infectious Diseases, Volume 136, 1943, pages 570-582, published by Springer-Verlag), it can be clearly seen that experiments were concerned in which human beings had been artificially infected with Typhus:

"In preparing the material, the patients were divided into groups according to those vaccinated with the individual vaccines and those not vaccinated. Only such persons were selected whose date of infection could definitely be established. The number of persons involved was approximately the same so that comparisons between the individual groups were possible. Those infections which occurred in the same locality and at the same time and under far reaching similar external conditions in unvaccinated persons were considered as "Normal Typhus" (Comparison Groups I and II)."

In this connection it must be expressly stated that the "definite date of infection" can only be established in experimental cases in natural infections. Even if one finds a louse on the body of one of the persons exposed to the infection.

and this louse proves to be infected - it is still not proven that the person involved was infected by this louse. Whether infection takes place depends upon the resistance of the body. If the contact with lice which presumably are infected has extended over a longer period of time, one never knows when the infection took place, i.e. whether the infected louse which was found is the source of infection or whether it is due to an earlier or later louse which was not found.

It must also be emphasized that it is no simple matter to establish whether a louse is infected, i.e. whether it carries the collective agent of typhus (Rickettsia Provascki) in its intestines, but that it demands complicated and lengthy experiments.

Practically speaking "the definite date of infection" in typhus can only be established - if a larger number of persons are concerned - when artificial infection took place. Chart 2, (Incubation periods), page 675 shows, that the incubation period for unvaccinated persons was 2 - 3 days in 50% of the cases. It is known from literature that the incubation period in natural typhus generally lasts 11 - 15 days and animal experiments have shown that the stronger the infection is, the shorter the incubation period becomes. One must therefore assume that the infection was especially strong in the cases described, much stronger than the usual ^{natural} infection; it may also be concluded from this, that they were artificially infected, with an especially virulent type and in large dosage.

8 pulse and temperature average charts are pictured on page 677.

All 8 cases were under observation from the first day of infection. One therefore had no doubts as to which was the first day of infection.

The number of patients is not given, which in itself is suspicious since it would be the most important figure in evaluating the experiments. On page 570 we read that "the contact with typhus and the lice transmitting it was especially close and in all probability caused the infection." Thus, nearly all those who were not vaccinated became infected. On page 582 we read: "the frequency of infection does not seem to be reduced by it" (the vaccination). Thus nearly all those vaccinated also became infected. This also is proof of a very intense infection.

The time between vaccination and infection is not stated, would, however, be of greatest importance if it were not the same in all cases, i.e. in the event that artificial infections dating from the same time are not involved. It can be seen from the percentages on page 572 and page 575 that the experiment covered at least 200 - 300 persons (all in all there were 6 "approximately equally large" - page 570 - groups, the smallest percentage is 3.2%; the group consisted of approximately 30 persons in the event that 100% of the persons involved became ill, or was correspondingly larger). With 200 - 300 persons and natural infection the date of infection would be dependant upon chance, i.e. the period between vaccination and infection would have to vary from approximately 1 week to several months. This would be very important for the evaluation of the vaccine and every doctor would have had to take this into consideration if artificial infection dating from the same time had not been involved.

2. With regard to "Serological and Micro-biological diagnosis of Typhus" (Periodical for Hygiene, Volume 124, 1943, page 546, the work of Erwin D i n g, the following may be stated:
53 typhus cases were observed in an area otherwise free of typhus. The author examined blood specimens on the first, second and third day of illness for typhus

TRANSLATION OF DOCUMENT HI-15043
CONTINUED

and particularly for typhus - although only "a headache over the eyes" (page 549) existed. Why the suspicion, if they had not been artificially infected?

On page 551/1a ^{it} stated: "Mixed infection was not involved", although agglutination with Para-typhoid B was present. How did B i n g know this, if artificial infections had not been carried out?

3. It is known to me that no typhus epidemic ever occurred at any time in the Buchenwald Concentration Camp; perhaps 1 or 2 cases occurred monthly.

I have read each of the 4 (four) pages of this affidavit carefully and have countersigned it by my own hand, have made the necessary corrections in my own handwriting and countersigned them with my initials and herewith declare under oath that to the best of my knowledge and belief I have stated the full truth in this affidavit.

(signature) Dr. Ludwig Fleck
Professor Dr. Ludwig Fleck

Sworn to and signed before me this 12th day of February 1948 by Professor Dr. Ludwig Fleck, known to me to be the person making the above affidavit.

(signature) Ruth L. Lemmon
RUTH L. LEMMON

AGO A 400392
US Civilian
Office of Chief of Counsel
for War Crimes.

CERTIFICATE OF TRANSLATION

26 April 1948
I, Charles Gordon, Civ. No. B-316497, herewith certify that I am a duly appointed translator for the German and English languages and that the above is a true and correct translation of the document HI-15043.

CHARLES GORDON
Civ. No. B-316497

→
"END"

10

(Trans. note : initial B)

File Memorandum

about the typhus-vaccine conference in Marburg on 4 May 1942 on the occasion of the visit of Ministerialrat Professor Dr. Bieber, Reich Ministry of the Interior, Geheimrat Otto, Director of the National Research Institute (Staatliche Pruefungs-Institut), Frankfurt a.M., and Professor Gildemeister, Vice-President of the Robert-Koch Institute, Berlin.

(Trans. note, handwritten : Lemberg)

Before the discussion an inspection of the Marburg typhus laboratories took place, during which the gentlemen were given an accurate impression of the method of producing the vaccine, and a number of factual problems were discussed right there on the spot. The subsequent discussion had the following result :

1. According to the experiences gathered so far, the typhus vaccine of the Behringwerke, which differs from the vaccine of the Robert-Koch Institute and from the vaccine of the National Research Institute in Frankfurt a.M., in that the entire embryo is used as a basis while the other institutes use only the vitelline sac of the incubated and infected chicken eggs, seems to have less protective effect. The Ministry of the Interior is however particularly interested in having all places of production manufacture a similar and equivalent vaccine. Therefore, the Behringwerke will at once change their method of production and will also use only the vitelline sac for the production of vaccine.

The preparation manufactured according to this method will be offered commercially immediately and will be sold.

2. The Behringwerke will continue the experiments with vaccine production according to their old system. In connection with the other institutes it is to be tried to achieve a better yield and, if possible, an even better vaccine.

3. The National Institute Frankfurt is working on testing regulations for typhus vaccines which is already to become effective within a few months. As soon as it is shown that the vaccine produced by Marburg according to the old system can pass the test, it can also be admitted for commercial distribution.

4. All the institutes are to try to use new cultures derived from fresh infections for production as far as possible. The cultures are to be exchanged between them so as to produce as polyvalent a vaccine as possible.

5. The dosage for the standard typhus vaccine now produced by the German institutes has been fixed as follows :

First vaccination 0.5 ccm (trans. note : handwritten
note : 5ccm 10.50
Second * 0.5 ccm 25ccm 50.-
2x1 * 1x1 ccm 4.50)
Third * 1 ccm

The following sizes are to be stocked :

ampulles at 0.5 ccm and 1 ccm

bottles at 5 ccm and 25 ccm.

The Robert-Koch Institute reserves the right to distribute sizes which differ from the above since it is having difficulties in procuring ampulles and bottles. Since the vaccine produced by the Robert-Koch Institute is only made available for the official purposes of the Reich Ministry of the Interior this does not matter.

(Page 2 of the original)

The Behringwerke will work out a suggestion for prices for the sizes mentioned on the basis of their calculations. The basis for this is being fixed at RM 2.00 - 2.50 per ccm. All the institutes are to sell the vitelline vaccine for the same price.

The cost of the State tests has to be included, although Geheimrat Otto was not yet able to give any information on this. According to information received from Ministerialrat Dr. Bieber it is at the present time not possible to have the tests carried out at the State's expense.

6. There has not yet been sufficient experience to determine the durability of the typhus vaccine. It was decided to limit the time for use to 1 year after release after the State tests have been applied.

7. The regulations for testing which are to be compiled by the Frankfurt Institute are also to be applicable to the vaccine produced from lice. It is left to the Government authorities to decide whether the vaccine produced in the Behring Institute Lemberg is to be tested in Frankfurt or whether the Government is to establish its own testing station for this. On principle the vaccine produced from lice is considered to be as good as the chicken egg vaccine. It is recommended that no difference should be made in the appearance of the package and the designation "E" for egg vaccine and "L" for louse vaccine should merely be used. Of course the type must be shown in the directions for use.

8. The fact that to-day the chicken egg vaccine can be considered equivalent to the louse vaccine is not to have any effect on the establishment of the Behring Institute Lemberg for the time being. Ministerialrat Bieber considers it necessary to adhere to the program planned for Lemberg to produce approximately equal amounts

of louse vaccine and chicken egg vaccine. It is hoped that the fact that the Behringwerke will be working on louse vaccine and that egg vaccine will be produced in the same institute will lead to further suggestions for improving the production of vaccine.

9. All the institutes are to use the summer months for the production of stocks. Everyone is agreed that next winter great demands for vaccine are to be expected from all Eastern agencies.

Leverkusen 7 May 1942

Za/Scha.

CERTIFICATE OF TRANSLATION

I, Dorothea L. GALEWSKI, ETO 34079, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document No. NI-14038.

Dorothea L. GALEWSKI
Civilian
ETO 34039

TRANSLATION OF DOCUMENT No. NI-11406
OFFICE OF CHIEF OF COUNSEL FOR WAR
CRIMES

Extract from Book

2 4 2

1 March 1943 - 15 April 1943

(page 2 of original)
(page 280 of original)

To
Standartenfuehrer
Dr. MRUGOWSKY
SS Medical Service
Berlin W 15
Königsplatzstrasse 43/44

19 March 1943
Dr. W./T.

Dear Dr. Mrugowsky,

Since we now also have sufficient quantities of the typhus preparation Rutenol available, and since the test for tolerance on our human guinea pigs has shown that Rutenol in the 5% grain form can be taken without any difficulty we would be interested in having this preparation tested clinically too. We have seen to it that sufficient experimental quantities for the treatment of 100 cases will be sent to the garrison doctor of the Waffen-SS Weimar. We are enclosing a leaflet on Rutenol for your information and would like you to be so kind as to cause the necessary tests of the preparation to be made as soon as possible.

Encl.

Heil Hitler!
IG FARBENINDUSTRIE AKTIENGESELLSCHAFT
signed Dr. Lautenschlaeger
signed ppa Dr. Weber

CERTIFICATE OF TRANSLATION

I, DOROTHEA L. GALEWSKI ETO No. 34079, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. NI - 11406.

DOROTHEA L. GALEWSKI
Civilian ETO No. 34079

"END"

TRANSLATION OF DOCUMENT No. NI-9724
OFFICE OF CHIEF OF COUNSEL FOR THE CRIMES

FOREIGN REQUEST
U.S. Administration

19 March 1943
Dr. J/T

SS Hauptsturmfuehrer Dr. ROSEN
Station Physician of the Taffen-SS
Weimar

6064

Dear Dr. ROSEN,

Enclosed we are sending you a memorandum concerning Patanol,
and we have made arrangements for

100 bottles of the B granulate, sufficient for the treatment
of 100 typhus cases

be dispatched to you. We would ask you kindly to have this sent
to Sturmbannfuehrer Dr. DING.

We have tested the acceptability of the granulate on a few ex-
perimental subjects who suffered no stomachal irritations. They
unanimously state that the most agreeable way of taking the drug, is
by introducing it orally with a teaspoon in a dry form and then wash-
ing it down immediately with liquid.

We greet you with

Heil HITLER!

I.O. FACHMINISTERIUM ANTIKRIEGSWESEN

Signed: Dr. LAUTENSCHLAGER signed:
ppa Dr. KERN

Enclosures

CERTIFICATE OF TRANSLATION

26 September 1947

I, Selia KERN, Civ. No. 20185, hereby certify that I am a duly
appointed translator for the German and English languages and that
the above is a true and correct translation of the document No.
NI-9724.

Selia KERN
Civ. No. 20185

RECEIVED FROM DOCUMENT No. MI-11106
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

Excerpt from Book

242

1 March 1943

15 April 1943

(page 2 of document)

(page 455 of original)

31 March 1943
Dr. K/T

The

Stabschef Dr. DING
via Resident Major 2 Officer (Stabschef) Waffen SS

Meister

Dear Dr. DING,

To our deep regret, we must inform you that, as a result of difficulties which have suddenly arisen, it has been impossible to dispatch the delivery of 50 bottles of the 10% acidic preparation 3582, granular, promised you for Tuesday. It will be impossible for the delivery to leave the works before the end of this week or the beginning of next. In the meantime, in order that you may not be forced to discontinue the experiments planned on account of lack of material, we forward 50 bottles of the 5% granulate as a substitute. This will be equally suitable for the experiments, as both preparations contain the same active constituent. The 10% granulate interested us particularly as we hoped, for special reasons, that the tolerability of this preparation would be higher. As far as the action of the preparations was concerned, when the divergence in concentration had been taken into account, no difference could be ascertained between the two.

Yours sincerely, *[Signature]*

Heil Hitler

I.G. FARBENINDUSTRIE KATOWICE-GLIWICE
t/t signed: Dr. LEUTNERER, signed
p.p. Dr. HUPF

16

TRANSLATION OF DOCUMENT No. NI-11408
CONTINUED

CERTIFICATE OF TRANSLATION

18 November 1947

I, Beryl C. SPEDICK, ACO No. D 437459, hereby certify, that I am
a duly appointed translator for the German and English languages and
that the above is a true and correct translation of the document
No. NI-11408.

Beryl C. SPEDICK
ACO No. D 437459

To
SS-Sturmabfuhrer and head
of the "Department for Typhus and
Virus Research",
Main Department Chief in the
SS Main Operational Office.

Wolmar-Buchanwald

BT.

8

6 Jan 1944.

Dear Dr. Ding:

As requested in your telegram of yesterday's date we to-day dispatched
to you by Express

5 50ccm non-absorbed Fraenkel formal
toxoid of Op. no. 34,

for continuing the immunization experiments which you have started.

Hell Hiltors
IG Farbenindustrie Aktiengesellschaft
Dept. Behringwerke Marburg

(Signature) Dr. Dornitz
(Signature) as deputy: Oldenburg.

CERTIFICATE OF TRANSLATION

I, Dorothea L. Galowski, RTO #54079, hereby certify that I am thoroughly
conversant with the German and English languages; and that the above is
a true and correct translation of Document No. KL 10376.

Dorothea L. GALOSKI,
RTO #54079.

TRANSLATION OF DOCUMENT No. NI-10276
OFFICE OF CHIEF OF COUNSEL FOR WAR
CRIMES

To the
Institute of Hygiene of the Waffen-SS
Department for Typhus and Virus Research

Weimar-Buchenwald

8 Jan 1944

Dr. D/H.

76

18 Jan 1944.

Re: Immunisation Experiments.

We have examined the blood samples sent to us with your letter of 5 inst. and have had the following results:-

The two blood samples No. 613 and 618 show $\frac{1}{10}$ IE (international unit) Fraenkel anti-toxin in loam human serum.

In the blood sample only $\frac{1}{10}$ IE Fraenkel anti-toxin could be detected.

All the other sera contained considerably less than $\frac{1}{10}$ IE.

I.e., the immunisation has only been successful, as far as can be measured, in the case of three persons. It is possible that this unfavorable result might be due to inadequate nutrition. We have had similar experiences in the active immunisation against dysentery (Shiga-Kruso). We presume that in the case of well-nourished persons a considerably greater percentage could successfully actively immunised against Fraenkel toxin.

Hell Hitler.

IG FARBENINDUSTRIE AKTIENGESELLSCHAFT
Department Boehringerwerke.

(signature) as deputy Oldenburg
(signature) Prof. Schmidt

CERTIFICATE OF TRANSLATION

I, Dorothea L. Galeski, ETO #34079, hereby certify that I am thoroughly conversant with the German and English languages; and that the above is a true and correct translation of Document No. NI-15102.

Dorothea L. GALESKI,
ETO #34079.

TRANSLATION OF DOCUMENT No. HI-9426
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

To
SS-Hauptsturmfuehrer Dr. H. VETTER
First Camp Doctor A.L.M.

Gusen / Upper Danube
Postal District St. George's / Gusen

II 17 April 1944

Dear Dr. VETTER,

We received from Auschwitz the letter x) appended in photographic copy, on which we should like your opinion before we send a reply with reference to this matter to Auschwitz. Meanwhile, we shall place a general collection of prospectuses at the disposal of Dr. CASPERUS. If Dr. WIRTHS is no longer in Auschwitz, but the experiments can nevertheless still be continued, the Doctor at present in authority would have to receive appropriate instructions from you.

We await your opinion with interest.

Heil Hitler!
"Gayer"

IG FARBENINDUSTRIE AKTIENGESELLSCHAFT

(signed) Dr. LUCKER Dr. KOENIG

x) not available at Leverkusen
21 January 1947

CERTIFICATE OF TRANSLATION

10 September 1947

I, Pauline M. C. WOOD, LTO No. 20139,
heroby certify that I am a duly appointed trans-
lator for the German and English languages and
that the above is a true and correct translation
of the document No. HI-9426.

TRANSLATION OF DOCUMENT No. NI-6712-1
OFFICE OF CHIEF OF CONSPIRACY FOR THE
CRIMINALS

(translator: the following is a printed form,
with handwritten entries.)

To the
Reich Chief SS, Berlin 6, 1939
Main Race & Settlement Office
79803

Please send me the Application form for authorization
to become engaged and to marry.

1.) Dr. von der Horst, Reich, Berlin-Charlottenburg 9,
(First and family name) Kaiserstraße 36
(domicile) (street and no.)

Unter-Sturmführer 204180 SS (in & list).
(SS - rank) (SS-number) (honorary collaborator)
(SS unit)

1 May 1900
(date of birth)

- a) General SS
- b) SS-Lehrmann (cadet), full-time, SS-31, SS-71
- c) SS Collection Centre
- d) Students at Erdagsburg (training camp)

(underline whichever applies)

2.) Standartenführer Six, SS Main Office Post. 2 II
(name and exact address of superior officer (Sturmführer))

3.) Pasche, Elisabeth, Berlin-Charlottenburg 9
(First and family name) (domicile) (street and no.)

2 July 09.
(date of birth)

German Reich

(party membership no.) (nationality) (local group)
of the future wife.

- 4 a) Name, SS-rank and exact address of SS doctor for
applicant)
- b) Name, SS-rank and exact address of SS doctor for wife-
to-be)
(Examinations may be carried out on principle only by SS
doctors)

TRANSLATION OF DOCUMENT No. HI-6712-C
(CONT'D)

(VI-30
stamp 6 May 1939)
INITIALS

- 5) a) -----
b) Name and exact postal address of two references for future wife) -----
6) I am already engaged no/yes since -----
I am already married no/yes since -----
7) I belong to the following religious denomination Protestant.
My future wife belongs to the following religious denomination: Protestant
I intend that the marriage ceremony shall take place ...
yes/no... according to the following denomination:
The marriage ceremony took place yes/no... according to the following denomination.

(page 2 of the original)

- 8) I have already been in communication with the main office for Race and Settlement ... no/yes

in the following affair -----
with the following file number -----

- 9) The following blood relations of myself and/or my future wife are SS members and are engaged and/or married to SS members:

(Exact particulars of first and family name, address, SS unit, relationship, in the case of female relatives to what members of the SS they are engaged or married, and the first and family name, address and SS unit of such members.)

signature: Dr. Erich von der Voeyde
(signature of applicant)

SS Unterschriftsführer
(SS rank and unit)

- 10) Applications from members of the SS collection Centre, SS ST, SS-TR, guards and border units and full-time SS members can only be considered if the following model authorization form has been filled out and signed by the Führer who is qualified:

TRANSLATION OF DOCUMENT No. HI-6712-C
(CONT'D)

date

(Unit)

Model
Authorization form

I agree to the SS member

(SS rank and name of applicant)

submitting a request to the Main Race and Settlement
Office for authorization to become engaged and to marry.

(Signature)

(SS rank)

CERTIFICATE OF TRANSLATION

I, DOROTHY E. PLUMMER, USFTT 482, hereby certify that I am
thoroughly conversant with the English and German languages;
and that the above is a true and correct translation of
Document No. HI - 6712-C.

DOROTHY E. PLUMMER
USFTT 482

TRANSLATION OF DOCUMENT NO. 100-100-100
OFFICE OF CHIEF OF COUNSEL FOR THE
CRIMES

Berlin, 16 October 1939

The authorization for the engagement and marriage, together with the certificate from the registrar and the divorce decision which has been rendered, were handed over to me today.

(signature) D. E. von der Heyde
SS Untersturmführer

(Page 2 of original)

(Stamp)

The Chief of the Head Office . . . S E C R E T . . . Berlin SW 68, 12 October 1939
for Race and Settlement Stadtmagistr. 22/24
Ancestry III /V.B. 79 603 Th./24.

In handwriting Sch 1552

Re: Application for engagement and marriage of the

SS Untersturmführer Dr. Erich von der Heyde

SS No. 200/160 . . . SS Unit., Main Office . . . (SD - Sicherheits-
dienst)

Town and Street: Berlin, Charlottenburg 9, Friedrichstr. 16 11

Reference: Order Reichsführer SS Journal No. AR/1363 dated 14 May 1936

Enclosure: 1 previous ruling pertaining to same.

(In handwriting): Authorized (Gen.:
genehmigt)

To the

Reichsführer SS
Personal Staff

Berlin SW 11

Initial H H (Heinrich Himmler)

Prinz Albrechtstr. 8

It is requested that the enclosed application for engagement and marriage of the above-mentioned member of the SS be submitted to the Reichsführer SS for his personal decision.

There are no objections on hand from the official in charge in the Head Office for Race and Settlement with regard to the granting of the authorization for the engagement and marriage.

V 117

The Chief of the Ancestry Office
in the Head Office for Race and Settlement

(signature) Hofmann.

SS Oberführer

(Page 2 of original cont.)

(stamp.)

(stamp)

| | | |
|------------------------|-----------|-------------------------------------|
| Personal Staff | | |
| Reichsfuehrer SS | K | Head Office for Race and Settlement |
| 13 October 1939 | Enclosure | No. 16 October 1939 |
| AMK | | Initial |
| No. Race & Settlement. | 1 File. | |

15 October 1939

(Page 3 of original)

The REICHSFUEHRER SS Berlin 37 68
Hodemannstr. 24 15 October 1939
The Chief of the Head Office for Race and Settlement
Telephone 13 5351

Ancestry Office. III P.VB No. 79 803 Th/Sa.

Re: Authorization for the engagement and marriage of the
SS-Untersturmfuehrer Dr. Ulrich von der Heyde
SS No. 200 180 SS Unit: SU-Main Office
Residence: Berlin, Charlottenburg, Frodericienstr. 15 11

TO: the SU - Main Office

The engagement and marriage of the above mentioned member of the SS
was authorized today with

Friedrich Elseth Passche, Berlin-Charlottenburg.

The Chief of the Ancestry Office
in the Head Office for Race and Settlement

SS-Oberfuehrer.

Ancestry 112/12.37

Remarks

| | SS. Head Office | SS Department | SS Standarte | SS Sturmabteilung | SS Sturm |
|---------|-----------------|---------------|--------------|-------------------|----------|
| To/from | | | | | |
| File | | | | | |
| Initial | | | | | |

25

(Page 4 of original)

III P.V. No. 79 805 Th/Sa. Berlin. 15 October 1939

Re: Authorization for engagement and marriage.
Encl. 1

To the

SS-Untersturmführer Dr. Reich von der Heyde
SS No. 200-180 SS Unit: SD-Main Office

Berlin-Charlottenburg 9

Frederickstr. 13 11

Your Application having been submitted to the Reichsführer SS,
your engagement and marriage with

Fraulein Elisabeth Puschke, Berlin-Charlottenburg
is now authorized.

Some of your ancestors as well as some of those of your future wife
were of foreign descent. The missing documents from the USA and
England must be submitted later as soon as it is possible to request
them.

The other documents which are missing for the proofs of racial
descent as far back as 1 January 1750 must be forwarded, if they
concern German Reich territory, at the latest by

15 October 1941

The paper certifying the participation of Fraulein Puschke in the
courses of the schools for mothers organized by the German women's
work must be forwarded by the above date.

The Chief of the Industry Office
in the Head Office for Race & Settlement -SS

SS-Oberführer

CERTIFICATE OF TRANSLATION

I, Dorothy E. Plummer, USSET 492, hereby certify that I am
thoroughly conversant with the German and English languages; and
that the above is a true and correct translation of Document No.
XI-6712-4.

Dorothy E. PLUMMER
USSET 492

AFFIDAVIT

I, HANS J. KRAFT, ID No. 094486, Research Analyst for Trial Team I (Farben), Office of Chief of Counsel, after having been advised of the penalties for giving a false statement, hereby declare the following of my own free will and volition:

1. About the middle of February 1947, Mr. Drexel A. Sprecher, Chief of Trial Team I (Farben), informed me and a number of other members of Staff of Trial Team I that he planned to conduct a series of interrogations of Dr. Georg von Schnitzler, former Vorstand member and chairman of the Commercial Committee (KA) of I.G. Farben. Mr. Sprecher asked me to assist him in preparing the materials, to be present at the interrogations so long as my other duties did not prevent this, and particularly to work with Dr. von Schnitzler in checking and correcting the transcript of former interrogations. Between 18 February 1947 and 2 May 1947, Mr. Sprecher conducted 34 interrogations of Dr. von Schnitzler. Mr. Sprecher constantly informed me that he desired the defendant von Schnitzler to make any and all corrections which he desired to make to statements he had made in literally hundreds of pages of interrogations, hand written statements, and other reports to various Allied representatives, principally during the year 1945. Further Mr. Sprecher informed me that he wanted Dr. von Schnitzler to go over each of the transcripts of the current interrogations concerning these former interrogations and reports in order to proof read them and to correct them.

so that there could be no question about the accuracy of the record of these current interrogations. With a very few exceptions when Mr. Sprecher discussed corrections of the transcript of these current interrogations with Dr. von Schnitzler, I personally sat with Dr. von Schnitzler when he made his corrections. Dr. von Schnitzler ordinarily took a copy of the interrogation from the interrogation room back to his cell in order to check the transcript of the interrogations and to prepare his corrections. His corrections were very meticulous both as to substance and as to grammar. On several occasions when neither Dr. von Schnitzler or I could think of an exact equivalent for some word or technical term, we consulted a dictionary. His corrections were later transposed to the original copy of the transcript by Dr. von Schnitzler in his own handwriting. Each correction was initialed and each page was initialed or signed at the bottom to indicate that Dr. von Schnitzler had corrected that page completely. At the end of the original transcript of each interrogation, Dr. von Schnitzler wrote in his own handwriting "proof reading and corrections completed" on such and such a date. In quite a number of cases, Dr. von Schnitzler stated that although the transcript of the interrogation was correct, he had additions, and sometimes corrections, to make to his statements in the interrogations conducted by Mr. Sprecher. He submitted literally dozens of such additions and corrections in his own handwriting, as well as new materials concerning which he had not been directly questioned.

2. After the interrogations by Mr. Sprecher and the corrections or supplementations by Dr. von Schnitzler had been made, the material given by Dr. von Schnitzler in the 1945 investigations was incorporated into an affidavit verbatim, followed by each and every additional correction which Dr. von Schnitzler desired to make in the year 1947. After the draft of each affidavit had been shown to Dr. von Schnitzler, he checked it for further corrections before the final affidavit was executed. Later, in all cases, he read very carefully the final draft of the affidavit and even then occasionally wrote in corrections or additions to his own satisfaction in his own handwriting.

3. During the process of correcting affidavits, Dr. von Schnitzler made a number of statements about his interrogations in Murnberg by Mr. Sprecher. He told me that he was very pleased to have an opportunity to discuss all these matters with Mr. Sprecher. He asked both me and Mr. Sprecher if he could submit letters or statements of recommendation from various persons concerning his character, his assistance to various victims of the Nazi regime, etc. Dr. von Schnitzler was encouraged to do this and in the course of time did submit a number of such statements which he received through the mail. After the interrogations had been conducted off and on for approximately a month during the latter part of February and March 1947, Dr. von Schnitzler began to talk to me informally more and more while he was correcting the records of the interrogations by Mr. Sprecher or while he was going over the so-called 1945 materials preparatory to his interrogations about them.

On the morning of the 24th of March 1947, Dr. von Schnitzler became very talkative about events in the Krapitz Prison when he had been there together with other leading officials of I.G. Farben in late 1945 and early 1946. He made a number of statements to the effect that he had been put under a very great deal of pressure by his former colleagues because of his "cooperation" with Allied authorities during the investigations in 1945 and the information he had given to them. He stated that he was convinced that the criticism which Dr. Fritz ter Meer and other technical Vorstand members of Farben had made were not only unjustified but that he was now more and more convinced that his original assertions concerning the developments of I.G. Farben under the Nazi regime were true. I informed Dr. von Schnitzler that I was not his principal interrogator and that he should really inform Mr. Sprecher of these matters in the next interrogation. Dr. von Schnitzler then asked if an interrogation could be immediately arranged with Mr. Sprecher, since he was anxious to tell him about these matters. This led to the interrogation of 24 March 1947, already in evidence as prosecution exhibit 1812 (NY-11591). The statements which Dr. von Schnitzler made in this interrogation (see particularly his first answer) on that date to Mr. Sprecher correspond to what he had told me informally upon his own initiative that same morning. This is also true concerning the following question and answer at the bottom of page 6 of the original of this interrogation:

"You would state that from your own experience and even after having considered for these many months the discussions with your technical colleagues, you still con-

clude now that Schmitz was correct in making that statement of 17 September 1947?

A. Yes, sir, I think so, after your interrogations and after having seen again my own statements on that matter, it is still correct."

The following questions and answers in his interrogation also correspond to the substance of what Dr. von Schnitzler told me just prior to this interrogation:

"Q. There are just two points which I take it have an inter-relation and about which I would ask one further question. You mentioned that the honor of both you and Schmitz came into question.

A. Yes sir.

Q. You also mentioned that there was a certain moral pressure.

A. Yes sir...

Q. And when you speak of the moral pressure I take it you are referring to a pressure of a considerable group of people which was directed against one person, principally, namely, you?

A. That is right.

Q. It must have been a slightly uncomfortable situation?

A. It was terrible. Much worse than the months I have spent here in Nurnberg. I can't begin to describe it."

4. Shortly after the above interrogation, Dr. von Schnitzler informed me, during another informal session when we were correcting the transcript, that he now felt a greater peace of mind than he had felt at any time since the collapse of Germany and that his mind had been eased a great deal because he was able to inform

Mr. Sprecher of the events in Kranzberg Prison. About a week or ten days after this interrogation, Dr. von Schnitzler was transferred to Dachau Internment Camp where he remained until the 1st or 2nd of May 1947 when he was returned to Eurnberg. Immediately after this time Dr. von Schnitzler corrected the transcript of a few of the outstanding interrogations which previously had not been corrected. His first interrogation after returning from Dachau by Mr. Sprecher was held on 2 May 1947. The beginning of this interrogation and excerpts therefrom, in the usual corrections by Dr. von Schnitzler in his own handwriting, follow:

Q. This is a continuing interrogation of Dr. Georg von Schnitzler. Well, Dr. von Schnitzler, you have been away for some weeks.

A. Yes, three and one-half weeks.

Q. Now we had not corrected the last record of interrogation which you and I had together. The reason being that I did not want to hold up in any way your going back to the Dachau Camp merely because that was not corrected, so I thought we might have you look through that interrogation this afternoon. Furthermore I have incorporated in a proposed Affidavit some of the further statements or interrogations which you made in 1945 which we had discussed in either the last interrogation, or in one of the later interrogations in any event. I thought we might also go over that. It won't be necessary for me to remain here all that time, but in any event you can be going over them and I will be available.

.....

Q. Now the second thing I want to come to gets back to

your attitude and your position in connection with the Allied authorities and the whole question of the truth. Now you have been away from Murnberg for over three weeks and during that time you have not been interrogated. Is that correct?

A. That is correct.

Q. Now has anything occurred during that time which in any way causes you to have any further remarks concerning your statements made here and your interrogations which we have had together?

A. Nothing, Mr. Sprecher, except the name of Sir William Lurke who is called William and not Francis as and I said erroneously. And then one other thing again. Of course I thought it over so very often because I realize the importance of that for other people. That was my talk with Mueller-Gesredi. You remember that when he spoke to me that the rumor was running about things which happened in Auschwitz Concentration Camp, and I was horrified and said, "But do the people on the spot, Ambrose and the other people, know anything of that too?" This is entirely written into my memory. Now his answer was understood by me in the affirmative but if he had said "Yes" or if he had said "Ja, ya" as one says in German, or if he has only nodded, that of course I cannot remember any more.

Q. Now is there anything else that occurs to you, before I go forward, which should be amplified or corrected in any of the matters we took up before you left Murnberg a little over three weeks ago?

A. Nothing, sir. That is all."

Dr. von Schnitzler's second interrogation after returning from Dachau by Mr. Sprecher (and his last interrogation) held on 5 May 1947 follows in its entirety:

Q. This is a continuing interrogation of Dr. von Schnitzler. Is it correct Doctor, that we have just finished correcting the record of the interrogation of 2 May 1947?

A. Yes, sir.

Q. You mentioned while we were going over an affidavit on the 2nd of May 1947, or was it on the 3rd of May 1947, that the prison authorities had taken some of your records during an investigation. I made inquiries about the return of all of those materials and I just wanted to be sure that everything was returned to you.

A. Everything has been returned.

Q. Do you have anything further? I just want to be sure.

A. Nothing, sir.

Q. Now, let me ask you this Doctor. Do you have a copy now of all the records of our interrogations?

A. Yes. I have all the records without exception.

Q. That will be all,?

A. At no time either during the course of any of the interrogations by Mr. Sprecher or during the course of the more informal discussions when Dr. von Schnitzler made his corrections to the transcript of these interrogations in my presence, did Dr. von Schnitzler suggest in any way that he felt under any restrictions whatsoever with respect to telling the full truth or under any restrictions with respect to making any corrections or additions to his statements. On the contrary, as I have noted above, he expressed satisfaction

because he had been able to fully and freely state his views and opinions concerning developments during the Nazi Era and about the events in Landsberg Prison.

6. I have read the English transcript of the 2nd of February 1946 in case VI (Farben), pp 307 thru 316, in which Mr. Sprecher read excerpts to the Tribunal from the interrogations of Dr. von Schnitzler. I have checked each of the excerpts with the original transcript of the interrogations and these excerpts are entirely true and correct, except for minor typographical errors or differences in punctuation made by the court reporters.

7. In Prosecution Exhibit 39 (NI-6191), Dr. von Schnitzler discusses how his interrogations were conducted during 1945. In his interrogations in Eurnberg in 1947, he occasionally talked about the stern prison discipline in Freisinger Prison (near Frankfurt) by the soldiers and security officials just after the American occupation, stating that the Prison Authorities were inconsiderate of older persons like himself. However, he never stated that any of the interrogators or investigators had engaged in any improper conduct of any kind. On the contrary, he stated that he had become very friendly with the investigators in 1945; that these investigators had taken numerous steps to alleviate the conditions of the German prisoners under investigation; and that one or more of the investigators had given him letters concerning his cooperation during the investigations. Dr. von Schnitzler made a number of laudatory remarks concerning both Mr. Weissbrodt and Mr. Devine, who he stated had been the principal persons who had interrogated him or asked him to write reports for them during the summer and fall of 1945.

8. I have studied the "REJOINDER TO THE REPLICATION OF DR. RUDOLF DIX TO THE ANSWER AND COUNTER MOTION OF THE PROSECUTION TO A MOTION BY DR. DIX TO STRIKE CERTAIN STATEMENTS AND AFFIDAVIT FROM EVIDENCE", dated 16 April 1948 and signed by Mr. D.A. Sprecher, Chief, Farben Trial Team. Under paragraph 3 b, c, d, e, f, g, extracts from interrogations of the defendant Dr. Fritz ter Meer by Mr. D.A. Sprecher are given. I have checked these extracts with the original transcript of the interrogations and declare that with the following exceptions they are correct:

1. Page 5 of the "REJOINDER":

Interrogation 29 March 1947, page 7, first "Answer" beginning with the words: "It thought it might be difficult...." The word "to" has to be inserted between "you" and "follow".

2. Page 6 of the "REJOINDER":

Interrogation 31 March 1947, page 6, according to the transcript the second "Question" has to be corrected as follows: "I would not want you or anyone to feel that the manner of the organization of materials was prejudicial to you because the draft forms were drafted by the prosecution." Answer: "I understand you." The repetition of the "Question" (underlined) and also the "Answer" are not in the transcript.

3. Page 8 of the "REJOINDER":

Interrogation of 2 April 1947, page 5, "Answer": "Shall I keep these then? (indicating certain draft materials)." The note in paren is not contained in the transcript of the interrogation.

4. Page 7 of the "REJOINDER":

Interrogation 9 April 1947, page 3. From the last line of the "Question" beginning: "And the Struss history of the WEA...".

the word "way" has to be stricken as it is not in the transcript.
The underlinings of extracts in the "EXHIBIT" are not in the
original transcript.

I have carefully read each of the 11 pages of this declar-
ation and have placed my signature at the bottom of each page.
I have made the necessary corrections in my own handwriting and
initialed each correction in the margin of the page. I declare
herewith under oath that I have stated the full truth to the
best of my knowledge and belief.

(signature): Hans J. Wolffsohn
HANS J. WOLFFSOHN

Sworn to and signed before me this 1st day of May 1948, at
the Palace of Justice in Nurnberg, Germany, by Hans J. Wolffsohn,
known to me to be the person making the above affidavit.

(signature): John J. Boll
JOHN J. BOLL
U.S. Civilian, ADD # A-44412
Office of Chief of Counsel
for War Crimes
U.S. War Department.

C E R T I F I C A T E

I, YVONNE A. SCHWARTZ, Civilian, ETO No. 20108, hereby
certify that the above is a true and correct copy of document
No. NI-15266, the original of which is in the English language.

YVONNE A. SCHWARTZ
Civilian
ETO No. 20108

AFFIDAVIT

I, Otto Verber, ADO No. 100-1000, Interrogator for the Evidence Division, Office of Chief of Counsel for War Crimes, after having been warned of the penalties for making a false statement hereby declare the following of my own free will and volition:

1. On several occasions during the early part of 1947, I interrogated Heinrich GATTINEAU, now a defendant in Case No. VI (I.G. Farben). I have read the transcript of the testimony of the defendant GATTINEAU concerning my interrogations of him at pages 12,185 through 12,195 of the transcript.

2. At no time did I ever state either directly or indirectly that the defendant GATTINEAU should consider the welfare of his family in any connection, whether in connection with the nature of the statements he gave upon interrogations or otherwise. I never talked to the defendant GATTINEAU about the welfare or status of his family. Indirectly I know that Mr. Peter Miller, another interrogator, was once asked by Dr. GATTINEAU about the possibility of a visit by his wife to the Nuremberg Prison. Mr. Miller informed the defendant GATTINEAU that this was a matter for the prison authorities. All interrogators have always been under instructions from Mr. Walter A. Rapp, Director of the Evidence Division, never to make any promises or commitments of any kind to persons who are interrogated. Certainly I have never done this.

3. The interrogations of the defendant GATTINEAU proved to be longer and more difficult than in the case of most interrogations. GATTINEAU was often evasive and "long-winded" to even the most simple and non-committal questions. When confronted with documentary evidence, or reminded of his own previous contradictory statements, he would become quite agitated. He never appeared and he never claimed to feel

confined in any way in making his statements.

I have carefully read each of the two pages of this declaration and have placed my signature at the bottom of each page. I have made the necessary corrections in my own handwriting and initialed each correction in the margin of the page. I declare herewith under oath that I have stated the full truth to the best of my knowledge and belief.

OTTO VERTER

Sworn to and signed before me this 3rd day of May 1948, at the Palace of Justice in Nurnberg, Germany, by Otto Vertter, known to me to be the person making the above affidavit.

JAMES J. BOLL

U.S. Civilian, ADO No. A-444412
Office Chief of Counsel for War Crimes

CERTIFICATION

I, Thomas A. Schwarz, ETO No. 30106, hereby certify that the foregoing is a true and correct copy of document No. NI-15263, the original of which is in the English language.

THOMAS A. SCHWARTZ
E.T.O. No. 30106

TRANSLATION OF EXCERPTS OF DOCUMENT No. NI-14833
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

Dr. Jur. ~~KENNETH~~ DEISEMANN
~~Mayor~~

Berlin SO 36, 27 September 1944
Lohmshafenstrasse 55-57

Telephone: local number 580013
Long distance 589631

(stamp): Secret Dr. Gajewski
Rec'd: 29 Sept 1944
Ans.

(stamp): 1578

Dear Dr. Gajewski:

Mr. Hermann told me last week that during your next visit to Berlin you wanted me to give you some oral reports about the Hague Convention on land warfare. Therefore, I did not write intentionally. Since Dr. Mediger called me today on the same matter I wish to send you now nevertheless the decrees concerned. The enclosed excerpt from the 3rd Section contains the regulations in regard to military authority in occupied enemy territory. I am referring especially to Article 52.

It is well known that actual warfare has parted in many respects from the ideas of the Hague Convention on land warfare. The military governors or the civilian authorities of the occupation power, with binding obligation have issued decrees for the population of occupied territories on the basis of their actual power, which are not at all in line with the Hague Convention. Only in regard to the treatment of prisoners of war have the decrees of the Hague Convention been somewhat carried through. However, as mentioned above, in the field of land warfare the Hague Convention has remained mostly theory. I am only referring to Article 26 of the 2nd Section ("Hostilities"):

"It is forbidden to attack, or shoot at, undefended cities, villages, quarters or buildings, regardless with what means."

During your next visit to Berlin I shall call on you in case you still have definite and concrete questions in this connection.

With best regards
Very truly yours,

(signature): Deisemann

Enclosure

to: Director Dr. Gajewski
I.G.-Filmfabrik
Wolfen-Dr. Bitterfeld

CERTIFICATE OF TRANSLATION

I, JOHN J. BOLL, ADO #A-444412, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Excerpts of Document No. NI-14833

JOHN J. BOLL,
U.S. Civilian,
ADO #A-444412

E N D

The Reich Minister
for
Armament and Munitions

Berlin, 10 September 1941. E
Parisairplat 3

No. 371-4770/41 Secret-215

S E C R E T

(Translator's Note: Pencil Note
KRAUCH)

(Translator's Note: Pencil Note:
c d e
Galm ?)

(Translator's Note: Illegible
Pencil Note.)

To the
Chairman of the
Prüfungskommissionen (Inspection Commissions)

- I. Re: Procurement of female workers for plants important to war economy, here: Inspection of the RAD (Reich Labor Service) Class of 1923 - Female Youth.

The Head of the Reich Labor Service has ordered by decree of 31 June 1941, "Replacement and Mobilization No. 326/41 of Female Youth" that those persons liable for service who are in armament plants and those who are in full-time occupations in work of particular importance to war economy, are to be deferred for the duration of the war.

As I have been repeatedly informed that the RAD Staff for Drafting Female Youth are making mistakes in inferring female youth, I request you to refer to this decree if the occasion arises, so that by all possible means a further drain of manpower from war industry will be prevented.

- II. Re: Chemical Production Plan.

In my decree No. 371-4430/41 Secret 215 of 8 August 1941, Paragraph 2, I ordered that in the moving of workers who become available according to the lists of the Army High Command, the manpower requirements of the following should be considered in appropriate proportion to the requirements for the air armament: The Armor Program, the Submarine Program and the (KRAUCH) Chemical Production Plan. In addition I have to point out that the (KRAUCH) Chemical Production Plan only includes the production of Base, Light Metal and Motor Fuel as well as Powder and Explosives. Quite independent of this production program is the chemical armament program which is continuously fixed by the Reich Office 'Chemicals' (Reichsstelle 'Chemie') in agreement with the Supreme Command of the Armed Forces and the Reich Ministry of Economics, which comprises actual chemical production as far as it is of importance in deciding the war.

Stamp:

(Translator's Note: Liaison Officer received: 15-8-41 No. 1467/41)

(Translator's Note: Pencil notations and figures)

(Page 1 of original)

This chemical production program is mentioned in the decree of the Reich Ministry of Economics II Chem. 27742/41 Secret of 3 April 1941. The chemical production program must not be impaired by the measures ordered in my decree as stated above. The manpower requirements of this program have also to be satisfied as far as possible, in appropriate proportion.

(Page 3 of original)

By order
(Signature) v. KROGER

Distribution List:

| | | |
|---|---|-----------------------------------|
| Inspection Commissions | - | 853 (Prüfungskommissionen) |
| Corps Area Deputies | - | 14 (Wehrkreisbeauftragte) |
| Regional Commissioners | - | 28 (Geldkreisbeauftragte) |
| OKW War Economy and Armament Office | - | 5 (OKW W. u. W. Amt) |
| Reich Ministry of Labor | - | 5 |
| Reich Ministry of Economics | - | 12 (Vereinschef der Rüstungsabw.) |
| Chairman of the Armament Advisory Council | - | 5 |
| Department for Expansion | - | (Abt. Rüstungsanbau) |
| Armament, Oberamt WIS | - | 1 |
| Plenipotentiary for Chemicals | - | 1 |
| Reich Office for Chemicals | - | 1 |
| Liaison Officer-Army | - | 25 |
| Liaison Officer-Navy | - | 7 |
| Liaison Officer-Air | - | |
| Minister of Air-Traffic and High Commander of the Air Force | - | 7 (V.O. d. L. u. d. d. L.) |
| Office Distribution | - | 19 |
| Draft | - | 1 |
| Spare copies | - | 53 |
| | | 1080 |

(Page 4 of original)

The Reich Minister for Labor
No. Ia 5135/127

Enclosure 1 to the Decree of the
Reich Minister for Armament and
Munitions
No. 371-4770/41-216/986

Berlin SW 11, 26 August 1941

Express Letter 1

To
the Presidents
of the Regional Labor Offices
(incl. branch office Muensterberg).

42

Subject: Employment of Soviet Prisoners of War.

Document: Decree of 14 August 1941 - Va 5135/1189 -

On personal orders of the Reich Marshal 100 000 men must at first be picked out from among the French prisoners of war who until now have not been employed in the armament industry and are to be transferred to the armament economy (air force industry). The vacancies created by this action will be filled up by Soviet prisoners of war. The transfer of the above-mentioned 100 000 French prisoners of war must be completed by 1 October.

The employment of the Russian prisoners of war can be undertaken only in closed units under the known aggravated conditions of employment. Therefore, the Regional Labor Offices have immediately to decide in the civilian sector on those labor tasks from which French Prisoners of war can be withdrawn and can be substituted by Soviet units. For the time being employment of more Soviet prisoners of war is out of the question. First, all possibilities of exchange must be completely exhausted. Also, all French prisoners of war who are released are no longer to be sent to agriculture and forestry but exclusively to the armament industry (Air Force Industry).

With the exception of the armament economy and of mining the selection of labor tasks in which an exchange is possible has to extend to all branches of economy in which French prisoners of war are employed. The absolute necessity of employing in rather large closed units the Soviet prisoners of war furnished as substitute demands among other requirements a special check of all larger construction projects of every kind (incl. the construction sites of the Reich Railway, the water projects and the regional cultural projects). Reichminister Dr. Todt has already agreed to the exchange of the French prisoners of war who are employed at the Reichsbahn.

(Page 5 of original)

As far as agriculture is concerned the exchange can naturally be undertaken only in the case of large scale enterprises (especially on estates with outlying farms).

The exchange of prisoners of war will often meet with opposition. The enterprises concerned will only unwillingly exchange the trained and proven French prisoners of war against Soviet prisoners of war. In such cases the labor offices have to point out to the enterprises the national necessity and the order of the Reich Marshal.

As soon as the Regional Labor Offices have decided on the labor projects concerned they will inform the Headquarters of the Military Districts of their finding and will state how many French prisoners of war will be made available and how many Soviet prisoners of war are necessary in order to replace the French prisoners of war. Without my permission not more than 120 Soviet prisoners of war may be requested for every 100 French prisoners of war that are to be released. Since the employment of Soviet prisoners of war is decided from the military and the safety point of view the final decision about the exchange is up to the Headquarters of the Military Districts.

If, in exceptional cases, there are trained miners or agricultural laborers among the groups of French prisoners of war who are to be released

TRANSLATION OF EXTRACTS OF DOCUMENT
EC-150
Cont'd

they are to be sent to the jobs for which they were trained. However, person for person, suitable French prisoners of war are to be released to the armament industry as substitutes.

The first 100 000 French prisoners of war are to be made available to the aviation industry. The Reich Air Ministry will soon present a plan as to what plants of the aviation industry are to be furnished with the released French prisoners of war. I shall inform you of that part of the plan of the Reich Air Ministry which deals with your sector. In order to prevent too great movements the French prisoners of war who were released in one district will first be assigned to the aviation plants in their own district. However, because of the unequal stress an equalization in the area of the Reich cannot be wholly avoided.

The reports of the Regional Labor Offices to the Headquarters of the Military Districts have to be made currently instead of after the completion of the investigation in the district.

Copies of these reports are to be sent to me. They must show:
Regional Labor Office;

Labor Office;

Kind of labor task (Work less of work);

Number of French prisoners of war to be exchanged;

Number of Soviet prisoners of war to be employed;

I also have to be informed as soon as the exchange has been completed.

Copies for the Labor Offices are included.

By Order
Signature.

CERTIFICATE OF TRANSLATION

We, DOROTHEA L. GALEWSKI, MP No. 34079, and JOHN J. BOLL, AGO No. A-444412, hereby certify that we are thoroughly conversant with the English and German languages; and that the above is a true and correct translation of extracts of Document No. EC-150.

DOROTHEA L. GALEWSKI,
M.P. No. 34079

JOHN J. BOLL,
AGO No. A-444412

TRANSLATION OF DOCUMENT No. VI-15165
OFFICE OF CHIEF OF COUNSEL FOR WAR
CRIMES

DEUTSCHE BEKUNFT

7841 SD BERLIN NT 89/86 14 1620 (trans.note:handwritten:A 21)
IG BITTERFELD MANAGEMENT

(trans.note: stamp: Bitterfeld Sekretariat Rec. 21 Dec 1943

Ans.

office: Kalla/Saale

IG Bitterfeld
Postal Office
21 Dec 43)

(trans.note: handwritten: received with mail 20 Dec 1943)

URGENTLY REQUEST ADVISE BY MONDAY EVENING 20 WHETHER YOU CAN EMPLOY
GERMAN CONCENTRATION CAMP INMATES AS CONSTRUCTION OR OPERATIONAL
WORKERS FOR ROUGH AND TRANSPORT WORK ETC. AS FAR AS POSSIBLE IN-
MATES ARE TO BE TAKEN IN GROUPS OF NOT LESS THAN 1000 MEN OR 500
WOMEN. IF ONLY ABLE TO TAKE LESS, SMALLER REQUIREMENTS SHOULD BE
INDICATED. IF NO OTHER WAY PLEASE CONSIDER WHETHER REQUIREMENTS
CAN BE COVERED JOINTLY WITH NEIGHBOURING PLANTS OF CHEMICAL PRO-
DUCTION PROGRAM. NOTIFICATION EVEN IF NEGATIVE TO UNDERSIGNED
PREFERABLY TELEPHONE (BERLIN 19 6316) BY MONDAY EVENING ABSOLUTELY
ESSENTIAL. GERICHEM BERLIN 20.12.43

(trans.note: various handwritten notes. handwritten: 80 inmates were
492 + (44) 2376 requested by Perachmann

CERTIFICATE OF TRANSLATION

I, Dorothea L. GALEWSKI, ETO #34079, hereby certify that I am
thoroughly conversant with the English and German languages; and
that the above is a true and correct translation of Document
No. VI-15165.

Dorothea L. GALEWSKI,
ETO #34079.

E N D

45

TRANSLATION OF DOCUMENT No. NI-13574
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

The Plenipotentiary
of the Fuehrer and Reich Chancellor
for Economic Questions
W. KIEFFER
Special Duties by order of the
Minister President
General Goering
German Raw and Synthetic Materials.

(Trans.note:
handwritten: 64/3-34/2
(initial) G (for Gajowski)
stamp: IG Grisehain
Received: 24 Sep 1936

Berlin W 9, 23 September 1936.
Schinkelplatz 1, II
Telephone: Switch: 46 Merkur 5861
I/La.

To the IG Farbenindustrie Aktiengesellschaft
Frankfurt/Main-Grisehain

(trans.note: handwritten
28 Sept from Management
(Dr. Gajowski)

stamp: 39512
Secretariat Dr. Gajowski
Received: 26 Sept 1936
answered:

Please let me know how far the development of your rayon staple
production capacity has progressed, when the plant in Wolfen which is
under construction will start operating and what quantities will be
supplied by it during the last quarter of this year.

Heil Hitler!
By order:
signed Hans Kehrl.

Accuracy certified:
(signature) LEMER.

(Trans.note: handwritten notes:

Oct 8 days 10 - 80
Nov 450
Dec 500
1135

will start operating during October by
end of Jan:

the

Will be: 140 140
280 400 80 80
420 300 750 450
600
1130

(page 2 of original)

(trans.note: handwritten notes:
64/3-34/2 initial: Gaj (for
Gajowski)

Dr. Curt Dieberg

at present Berlin NW 7
Unter den Linden 78.

To
Geheimrat Dr. E. Schmitt,
Director Dr. C. Ernsch,
Director Dr. F. Gajowski,

Berlin
Ludwigshafen
Wolfen.

(trans.note: stamp: 26413
Received: 11 April 1935
Answered:

Dear Sirs,

At Geheimrat Bosch's request I am sending you enclosed copy of a letter sent to Geheimrat Bosch by the Plenipotentiary for Economic Questions, Herr W. Keppler, on 8 inst.

With the German Salute
(Signature) HJ. HEND.

Anlage

(Trans. Note: Handwritten note: See remark on enclosure)

(Page 3 of original)

RECEIVED

Reich Chancellery

(Trans. Note: Handwritten:
With 64/3-3f/2

W. Keppler

10 April 1935

Stamp:
26413
Secretariat Dr. Gajewski
Received: 11 April 1935
Answered:

The Plenipotentiary for Economic Questions.

Berlin W 8 8 April 1935
Wilhelmstrasse 78

To Professor Dr. Carl Bosch
Heidelberg.
Schloss Wolfesbrunnweg 31.

Dear Herr Professor,

During an audience at the end of last week the Fuehrer pointed out to me that the political situation required particular precautions with regard to raw materials, and he commissioned me to carry out the measures necessary for substituting home production for imports with increased effort.

During our latest discussion we also discussed the construction of a Viestra-factory by your firm. I was very glad to hear that you want to construct this plant with your own means, but in view of the present situation would like to ask you to provide for a production program which will be as comprehensive as possible. With the foreign political situation as it is I have no doubt that the Fuehrer's fear that it will get even more difficult to obtain raw materials are entirely justified. I am convinced that the Fuehrer would be very grateful to you if your firm would make itself available particularly in providing the necessary materials.

With Hitler-Heil

Yours very truly,

(Signed) KEPPLER

4 Copies made.

(Trans. Note: Handwritten: 12 April 1935 f
1 copy: Dir. Otto to private address without covering letter. 12 April 35
1 copy: filed in 64/3-3f/2 under 8 April.
1 copy: in 64/7-7 under 8 April. Illegible Note.)

CERTIFICATE OF TRANSLATION

I, DOROTHEA L. GALEWSKI, ETO NO. 34079, hereby certify that I am thorough conversant with the English and German languages; and that the above is a true and correct translation of Document No. NL-13576.

DOROTHEA L. GALEWSKI
ETO NO. 34079

END

TRANSLATION OF EXCERPTS OF DOCUMENT
No. 83 - 7452

(Translator's Note: The following are excerpts from
weekly reports of the Feldwirtschaftsamt (Military
Field Economic Office) of the OKM (High Command of
the Army) from July 1939 - May 1940).

(cover page)

(page 130 of original)

W No III

Draft

Berlin, 1 July 1939.

Weekly Report

Secret

for the Period from 24 to 30 June 1939

24 June

Conference with Ma A and I.G. Farbenindustrie concerning the possibility of utilizing the nitration facilities of the I.G. for the production of explosives in the case of mobilization. Ma A places particular value on dinitrobenzene. I.G. will clarify with all of their plants to what extent transformations of the nitration facilities to dinitrobenzene and trinitrotoluene are possible.

26 June

Conference concerning the mobilization task of the Aschaffenburg Cellulose Plants in Aschaffenburg and Stockstadt, with inspections of plants.

27 June

Conference concerning the mobilization task of the firm of Roehm and Haas in Darmstadt, particularly concerning the production of plexiglas, and inspection of plant.

28 June

- Conferences at the I.G. Farbenindustrie in Ludwigshafen with Reich Ministry of Economics and
1. Director Kieger and Dr. Ehardt of the I.G. concerning the establishment of a distributing center for tank cars for chemicals in case of mobilization. It is necessary to make preparations in peace time already, in order to carry out the distribution of the tank cars for chemicals in case of mobilization, in correct adjustment to the allotments of materials. As a specialist in this field Dr. Ehardt will work out proposals for the High Command of the Armed Forces, also with regard to personnel.
 2. Director Wurster and Director Melner of the I.G. concerning storage of products important to the military economy, which are today being produced 100% in Ludwigshafen. The I.G. will shortly make concrete proposals concerning the possibility of storing the production or of stockpiling, indicating costs and locations. Hereupon the High Command of the Armed Forces and the Reich Ministry of Economics will determine in what priority classification the individual projects are to be carried out within the limits of the available funds and materials.
 3. Inspection of various plants in Ludwigshafen and Oppau, particularly in the field of synthetic materials.

29 June

At the D.A.G. in Kruemmel a sulphuric acid splitting plant is to be erected according to a project of the firm of Pauling. In this the accumulating waste sulphuric acid is to be worked up into oleum.

30 June

Conference at the Reich Office for Economic Development with the Reich Air Ministry, S In and the producers of hypochlorite of lime, concerning requirements, production and distribution of hypochlorite of lime in case of mobilization. The difficulties in the delivery of iron drums for the storage of hypochlorite of lime, experienced thus far,

TRANSLATION OF EXCERPTS FROM DOCUMENT No. NI-7452
CONTINUED

(page 130 of original cont'd)

have, in the meantime, been overtopped to such an extent that at the present time 4,000 tons of hypochlorite of lime can be stored per month.

(page 131 of original)

Conference in the Reich Ministry of Economics with the Wehrmacht Armaments Office, the Reich Air Ministry, the Ministry of the Interior, the Control Office "Chemistry" (Uebersuchungsstelle "Chemie") concerning the sanitary and pharmaceutical requirements of the civil air raid defense. The main sanitary depot of the High Command of the Armed Forces will provide for the initial equipment of the air raid shelters of rank I. The Reich Air Ministry will shortly report via the Supreme Command of the Armed Forces to the Reich Ministry of Economics and Control Office "Chemistry" (Uebersuchungsstelle "Chemie") concerning the situation with regard to the initial equipment and the follow-up requirements.

W Ro III

Berlin, 1 July 1939

U.

Secret

Ro I

with request for further action. Zw
Mr 1/6

(page 132 of original)

Ro III

Draft

Berlin, 24 June 1939

Secret

Weekly Report
for the period from 10 to 23 June 1939

(page 133 of original)

22 June

Conferenced in the Reich Ministry of Economics with Control Office "Chemistry" (Uebersuchungsstelle "Chemie") und Vornitthausen-stelle W of the I.G. Farben concerning the I.G. plants at Ludwigshafen and Oppau, which would be endangered in case of mobilization; the materials which are solely or predominantly produced in these plants were thoroughly discussed. In view of the importance of most of the materials in defense, the I.G. will soon make proposals concerning possibilities of storage, creation of new plants and stockpiling, with estimates of costs and naming of suitable locations in the safe area.

(page 133 of original cont'd)

23 June Conference at the Reich Ministry of Economics concerning the supplying of the firm of Dr. A. Becker, Hockenberg, with current. It is established with finality that in addition to full utilization of the ferroaluminum capacity the carbide spirits plant can also be kept in operation at full capacity (see also report No II).

Re III

Berlin, 24 June 1939

II.

Secret

Re I with request for further action

Mr 24/4

(page 145 of original)

Re III

Draft Berlin, 29 April 1939

Activity Report

Secret

for the period from 24 - 29 April 1939

25 April Conference with I.G. Farbenindustrie A.G. (Vermittlungsstelle) concerning the mobilization tasks assigned to I.G. It was determined that the branches of the armed forces issued war delivery contracts solely for the delivery of pharmaceuticals, insulin, oxygen and a small amount of cooler liquid. The war delivery contracts on hand were taken into account in connection with the mobilization schedules.

(page 146 of original)

28 April

Conference with the Reich Ministry of Economics, Wifo and I.G. Farbenindustrie.

1. For transporting the diluted acids which accumulate at the explosives factories there is today already a shortage of the jar freight cars (Topfwagen) required for this. It was decided to obtain 15 ceramic jar freight cars in order to be able, in case of mobilization, to transport the greater yield of such acids conditioned by the putting into operation of further explosives factories.
2. The raw materials storage depot arranged in Gerthe in the fall of the previous year before the Czechoslovakian crisis for the stockpiling of chemical raw materials which are produced only in Ludwigshafen continues to be maintained by the I.G. The stored materials remain the property of the I.G. The I.G. agrees not to go below a certain quantity in storage. The greater costs arising because of the storage and replenishment of the stock will be borne by the Reich.
3. For the clarification of the question as to which of the two saltpetre factories still to be provided in the south German area (the region south of Augsburg has been planned as the location of the one plant, Linz as that of the other one) is to be built first, Re III had set up a calculation

(page 146 of original cont'd)

of the transportation arising in connection with the supplying of the explosives factories located there. The offices participating in the conference agree with the conclusions drawn therefrom by Ro III, that the Bavarian plant should be provided first of all. A conference with the 5th Division of the General Staff, which is still to follow, is to provide confirmation of the conclusions drawn from this. The result will then be communicated in writing to the Reich Ministry of Economics.

29 April Conference with Director Rumpf, Hydrogenation Plant Pöchlitz. The costs of construction of a widely spread out installation of raw material tanks, completely protected against air raids, will amount, because of the simpler equipment for cracking tar and cracking, media oil tanks, to only 24 RM per cu for tanks placed only within walled-in spaces, whereas subterranean tanks, because of the ground water present in vicinity of Pöchlitz at a depth of 2 1/2 to 3 meters, amount to 80 RM per cubic meter.

Draft

29 April 1939

Ro III

U. Ro I

with request for further action.

Secret

(page 147 of original)

Draft

Berlin, 22 April 1939

Ro III

Activity Report

for the period from 17 to 22 April 1939

Secret

19 April Conference at the Control Office "Chemistry" (Ueberwachungsstelle "Chemie"). Utilization schedules of the Ludwigshafen and Thainfelden plants of the I.G. Farbenindustrie A.G., which have hitherto been located in the red area.

19 April Conference with Dr. Reisser (Wehrmacht cost checking). It is agreed that in future the experience of the Wehrmacht cost checking will also be utilized in connection with the closing of contracts of the Economic Research Association m.b.H. Dr. Reisser will participate in the contract negotiations with the I.G. Farbenindustrie A.G. on 21 April.

(page 148 of original)

21 April Conference at the Economic Research Association m.b.H. concerning the following contracts which have been closed:

1. Plant contract Melbeck-Essen.

There is agreement on all points in dispute, so that the contract can now be closed.

*dispensed

Since, according to statements of Dr. Reisser (Wehrmacht cost checking) the Wehrmacht recently* with arbitration court clauses, the Weir will join in this procedure.

(page 148 of original cont'd)

2. Decisions II.

The I.G. Farbenindustrie A.G. insists on payment of 75,000 RM for development work allegedly performed by it, which cannot, to be sure, be supported by patents. It shows that the costs of construction are less because of the research work. The affair will be decided between the Reich Ministry of Economics and the High Command of the Armed Forces.

3. Transfer of the ethyl chloride plant at Ludwigshafen to Schkopau. The I.G. is instructed to revise the draft of the contract once more, since a series of unjustified demands are contained therein.

4. New munitions storage depot at Gerthe.

At the request of the High Command of the Armed Forces the storage depot is to be maintained permanently. But for this certain contractual agreements are necessary. The High Command of the Armed Forces and the Reich Ministry of Economics will set up a plan for the preparation of the Gerthe storage depot.

Re III

Draft Secret 22 April 1938

U.

Re I for further handling.

13

(page 202 of original)

Re III

Berlin, 17 September 1938

Activity Report

Secret

for the period from 12-17 September 1938

14 Sept.

Conference with I.G. Farbenindustrie and Wfo at the Reich Ministry of Economics.

There was a discussion concerning those materials which are to be removed immediately from the endangered border region (in particular Ludwigshafen), taking into account their significance for the military economy, because their manufacture in the interior of Germany is impossible at present.

15 Sept.

Conference at the firm Chemische Werke Lotzingen (I.G. Farben) in Gerthe near Jechau with reference to the storage of various militarily important products that are to be urgently moved from Ludwigshafen and other I.G. plants into the available empty factory space.

The storage of all products proposed by the I.G. for removal from the Ludwigshafen plant is possible in Gerthe. The chief of the plant, Dr. Schaadt, will send a survey with regard to the possibilities of storage in Gerthe (plan of the plant, storage rooms, capacities) to the W Stb in the near future.

15 Sept.

Conference at the I.G. Farbenindustrie, Ludwigshafen, and checking of the transfer of the ethyl chloride plant to Schkopau, ordered by the W Stb.

(page 202 of original cont'd)

The part scheduled for removal (1 unit of 150 tons per month) has already been discounted and is on the way to Schkopau. With reference to supplementary equipment which is still necessary W 3tb will try to speed up delivery.

There was also a thorough discussion relative to the materials which are to be removed immediately from Ludwigshafen and the places where they may be placed for safekeeping. As far as possible the consumer is to receive the materials. In the case of necessary storage in newly provided storage facilities the additional costs which arise will have to be reimbursed by the Reich.

15 Sept. Conference with Dr. Ahl, Reich Office for Economic Development. The Reich Office for Economic Development emphasized that it will, exactly as hitherto, leave the supervision of the construction to be carried out in the course of the speeded up plan of Dr. Krauch, on the one hand to the Army Ordnance Office, on the other hand to the Military Economic Staff (Wehrwirtschaftsstab). It will, as far as possible, intervene only there where difficulties arise in the obtaining of materials or workers. The Reich Office for Economic Development was promised a list of all of the plants which are to be included in the speeded up plan of Dr. Krauch.

(page 203 of original)

Conference with the Reich Ministry of Economics. The planned expansion of Boehlen for the production of aviation gasoline, which costs 14.5 million RM, will cost an additional 1 to 1.5 million RM if the possibility of a simultaneous production of motor gasoline in addition to aviation gasoline is provided for.

16 Sept. Conference at the Reich Ministry of Economics concerning with Ro V the direction of the production of mineral oil in case of mobilization.

In common with the Reich Ministry of Economics, which has already drawn up an organization for the distribution of mineral oil, there was provided for the direction of the mineral oil production a suitable organization, with the cooperation of the industry. The Control Office (Ueberwachungsstelle) (in case of mobilization the Reich Office) will have subordinated to it three large groups of producers, namely:

1. Production of benzene and corresponding products.

For this there is planned a compulsory syndicate under the direction of the Benzol-Verband (Dir. Hansen).

2. The production of mineral oil on the basis of lignite and coal (excluding benzene). Under direction of Dr. Bostelisch, I.G. Farbenindustrie.

3. The production of mineral oil on the basis of petroleum, under the direction of Gen. Dir. Brochhaus, Deurag. Coordinated with him are Dir. Dr. Boeder, Rhensia-Oessag, and Dr. Bruck, Deutsche Gasolin.

Ro III

Draft

Berlin, 17 Sept. 1938.

U.

Ro I

for further action.

17/9.

Secret

(page 227 of original)

No III

Draft

Berlin, 9 July 1938

Weekly Report

Secret

for the period from 4 July to 9 July 1938

4 July

Conference at No 3 Rue 9 concerning providing of telomers in case of increased requirements of the explosives factories. Clarification will follow with No 3 Rue 3 concerning orders to the explosives factories that they withdraw telomers from the B.V.

Conference at the mineral oil works in Grashbrook and Harburg of the Ikerama Oesag. After installation of the deparaffination (1 May 1939) there can be produced there 50,000 tons of motor oil from 250,000 tons of German raw oil. -- There was a discussion concerning the composition of the most commonly used special lubricants of Shell, in particular their content of fatty oils for which there is dependency on foreign countries, and which can be used for nutrition. -- Discussion of the same questions at the Deutsche Vacuumöl A.G. Schulan/Wedel.

Conference with Wifo concerning completion of the acid tank cars. Delivery of the first nitric acid tank cars ordered will be made in August 1938 and will be completed in January 1939, so that the transportation arising through the increased peacetime requirements of the powder and explosives factories for acids can be activated.

5 July

Conference with Vermittlungsstelle W of the I.G. and Control Office " Chemistry " (Ue.St. " Chemie ") concerning the possibility of compiling all of the auxiliary materials necessary for entry into the mobilization sheets for all of the I.G. The I.G. has suggested that there be compiled, in cooperation with all Control Offices (Ue.St.), a list of all auxiliary materials which are difficult to obtain in case of mobilization and to hand the list to the individual plants to make it easier to fill out the mobilization sheets. The High Command of the Armed Forces is agreeable to the initiation of conferences with reference to this.

Conference with Gelsenberg-Bergbau A.G. Accelerated obtaining of the 2,000 tons of steel which are still required, in order to avoid the 3 to 6 months delay of the starting date of 1 January 1939.

Conference with Ribbentrop. Accelerated obtaining of 100 tons of steel in order to get the production of aviation gasoline under way on 1 April 1939.

(page 227 of original, cont'd)

Conference with the Reich Office for Economic Development.
Coupling of Dr. A. Amann's Project Schenk-Koller gas low
temperature distillation process may be carried out after
all, because economic hydrogenation of the tar is possible
in case there is no production of a quality of fuel oil which
can be used for the Navy.

6 July

Inspection and conference with Dr. Prof. I and Dr. J. Rue 4 at
the Vereinigte Strickstoffabriken Coswig concerning the
experiments initiated by Dr. Prof. I with reference to
utilization of straw and corn stalk cellulose for gunpowder
purposes, and the situation with reference to the straw
supply. Results thus far with reference to the production
of nitration cellulose from straw are promising. The
utilizability of the product for powder can, presumably, not
be judged until during the year 1939, after firing tests
have been made.

Re III

U.

Re I

(page 228 of original)

Conference with Dr. Col. Schriber, Reich Ministry of
Economics. Deliveries of steel to Gelsenberg and Hibernia
will be made secure by having the Reich Ministry of Economics
order the suppliers to carry out the orders in accordance
with the delivery dates desired by the gasoline plants.

Conference with Control Office (Ue.St.) mineral oils. The
Control Office (Ue.St.) will, as for benzol and similar
substances, starting in July, compile the monthly production
of motor fuels and lubricants and report it to U. Stb.

7 July

Conference with Dr. J. Rue 9 concerning storing possibilities
of acid at the powder and explosives factories. In order that
they may have sufficient acid available in the first few weeks
in case of mobilization, Dr. J. has taken up negotiations with
the factories for the purpose of having supplies stored there
for one month, to begin with.

Conference with Control Office (Ue.St.) " Chemistry "
concerning the supplying of oxygen and pharmaceuticals
in case of mobilization, taking into account the companies
in the area to be cleared.

Conference with Reich Plenipotentiary for Mineral Oils.
Mobilization ~~substance~~ of the Austrian refineries must
be postponed an additional two months, since the de-jerification

(page 228 of original, cont'd)

and the transfer of foreign capital into German hands is not yet completed and the processing of an artificial mixture (gasoline-petroleum-asphalt), carried out thus far because of the customs policy, has not yet been converted to a processing of petroleum.

Letter to W. Rue. It is requested that point 1, line 10 of the S.H.IX (plants to be given special protection) be formulated as follows :

Powder, explosives, chemical warfare agents and chemical products that are decisive in warfare. (Point 1 hitherto embraces only the concept explosives. Wa. I. has objected to this and demanded the inclusion of powder and chemical preliminary products.)

6

6 July

Conference with Wa. Prueff, Wifo, I.G. for bridging over the transportation difficulties in the case of acid for the powder and explosives factories at the beginning of the event of mobilization. From Wifo there are being obtained acid trailer trucks, one with generator drive on the basis of wood and one on the basis of low temperature distillation coke. Letter to the Reich Ministry of Economics in this matter.

Conference at the Control Office (Uo.St.) rubber, with regard to fulfillment of the increased rubber requirements of the Wehrmacht. A part of the requirements (putting tires on motor vehicles of the Wehrmacht which have hitherto been without them, supplying spare tires for the initial equipment of motor vehicles) will probably be satisfied. Additional matters will probably be discussed on 11 July at the Control Office (Uo.St.) together with Wa. B.

(page 240 of original)

Draft

Re III a
Az. 66 b 2161/V

Berlin 22 June 1938
Secret

To Re I

Ref.: Re I (b) 2485/38 g.
66 k 11 of 19 May 1938
Subj.: Quarterly Report.

Since the beginning of the year the situation of the economy with reference to its being supplied with chemical raw materials was rather balanced in all fields, with the exception of the field of rubber and mineral oil. In the case of a few raw materials production had even risen so much that it substantially surpassed the demand and the authorities were considering throttling the production to a certain extent or easing or cancelling stipulations of the Control Offices (Ueberwachungsstellen) for the control of these materials. Thus the complete detalization ordered by the Control Office (Ueberwachungsstelle) for Mineral Oil was reduced to 75 %. Phenol and cresol, of which there was a certain shortage thus far, and which were also controlled for this reason, are available in sufficient quantities for synthetic materials, principally because the demand did not keep up with the increasing production.

The favorable supply situation thus far in the case of chemical raw materials will, however, presumably change shortly to the extent that, as the result of increased peace-time demands of the Wehrmacht in the field of powder and explosives, one can figure on a greater demand for chemical raw materials. But it will be possible to satisfy this increased demand without serious dislocation of the economy. The bottleneck in connection with these preliminary products will be with sulphuric acid, since the plants which are now ready are not yet in a position to cover the total requirements for the Wehrmacht and simultaneously the many-sided needs of the peace time economy. But when the newly provided tysons sulphuric acid plant begins operation a certain balance will be provided.

The rubber supply has improved, compared with what it was, in so far as the drop in prices of raw rubber on the world market helped both the processing and the storage.

(page 241 of original)

Unfortunately the situation in the case of synthetic rubber, buna, has not yet been eased to any extent, so that it was not possible completely to allot to the Wehrmacht the quota available to it (250 tons per month). In order to cover this shortage and the greater requirements for rubber resulting from the annexation of Austria, the Wehrmacht has applied for an increase of its raw rubber quota of 70 tons per month (550 tons per month thus far).

In the field of mineral oil it was possible to supply 65 % of the light motor fuels from domestic production. Diesel oil, fuel oil and lubricating oil for the greater part still must be imported; so far it was possible to do this without difficulties via compensation deals. To be sure, great quantities of metal had to be diverted in connection therewith for export, which otherwise would have been used for the expansion of the plants provided for in the Four Year Plan.

TRANSLATION OF EXCERPTS FROM DOCUMENT No. NI-7452
CONTINUED

CERTIFICATE OF TRANSLATION

18 August 1947

I, HERBERT ROECKE, No. B 397499, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of excerpts from the document No. NI-7452.

HERBERT ROECKE, No. B 397499.

TRANSLATION OF DOCUMENT No. XI-14279
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

Conference about Synthetic Rubber
in the Office for Raw Materials and Foreign Currency, Berlin, 15 June 36,
1936

Present: From the Office for Raw Materials and
Foreign Currency:

Dr. Kirsch (Chair)
Puppe
Captain Geist
Capt. Neureuther
Dr. Ritter (part of the
time)

Dr. Eckert

IG

Dr. ter Meer
Dr. Struss

Reich War Minister

Dr. Murek

Army Ordnance Office

Hauptm. Dr. Hagemann
" " Tunder

Supplier Office

Dr. Rheinlaender

Opening the discussion Dr. Kirsch explained very briefly that the general situation made a further increase in the production of synthetic rubber urgently necessary and that he had therefore asked the representatives of IG to report on the situation.

ter Meer first reported the economic situation with regard to the production of synthetic gasoline, of rayon staple and of rubber. He then dealt with the problem of the regeneration of synthetic rubber which has not yet been solved. Therefore mixtures of natural rubber and synthetic rubber are to be avoided. With regard to the necessary investments for Schöppen the following figures were given:

| | |
|---|-------------------|
| Plant for 200 tons per month including opening works and acquisition of land | 21 million marks |
| additional expenses for further 600 tons per month including expansion of power supply and carbide acetylene and styrol plant | 63 million marks. |

Should the expansion have to be carried out in the near future, it will only be possible to work according to the 4-step process since the earliest date at which the 3-step process can be ready for large-scale manufacture is the middle of 1937. The investments at once connected with the temporary execution of the 4-step process amount to 3 million marks for the 200 tons per month plant at present under construction, (trans.note: initial 2M (for ter Meer) in margin handwritten note copy to Herr Buhl on 26 June 1936.)

(Page 2 of original)

and for the additional 600 tons per month approximately 10 million marks.

There have been a number of improvements in the calculations which particularly concern S, the cost price for which will be lower because a lower price has been fixed for styrol. The prices for the two products which have been worked through best, E 65 and S, have therefore gone within 24.25% of each other. The average prices for these two products, including the additions provided for in the contract will be as follows:

Dr. Kirsch (Chair)

61

Frankfurt/Main, 17 June 1936.
Office of the Technical Committee.

(signature) Struss.

CERTIFICATE OF TRANSLATION

I, DOROTHEA L. GALEWSKI, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. WL-14279.

DOROTHEA L. GALEWSKI,
ETC #34079.

E E D

-3-

63

TRANSLATION OF DOCUMENT NO. NL-14083
OFFICE OF CHIEF OF COUNSEL FOR WAR
CRIMES

Ministerpräsident General Goering
Plenipotentiary for the
Four Year Plan

Berlin W 8, 15 January 1938
Behrenstrasse 68-70

Office for German Raw and Synthetic Materials Telephone 1200-48

Daybook No. 59285 / 37 IV.2b sp/Bm. 4087

(Trans. Note: Illegible
Initial)

Please quote in reply:

(Stamp:
60963)

Ref:

(Secretariat Dr. Gajewski

Subject: Production and processing of rayon
cord. / Purchase guarantee of tire
industry.

(Received 19 January 1938
(Answered:)

To: I.G. Farbenindustrie Aktiengesellschaft
Film Factory Management
WULFEN (Kreis Bitterfeld).

I have informed the tire industry that from a date during the first half of 1939, which has yet to be fixed exactly, each firm will have to process its share of a total production of rayon cord of 400 tons per month. At the proper time I shall take steps to ensure that this amount is completely processed. In this way the demand made by you* for a sales guarantee for your production of rayon cord for 3 years is fulfilled.

(Trans. Note: Marginal
handwritten note:.....90!!)

By Order
(Illegible signature (? Hans Kehr!))

(Trans. Note: Handwritten notes:
1 photostat to Dr. Kleins)
1 " " Herr Dienst) 19 January 1938

(Stamp:) Secretariat Dr. Kleins.

(Handwritten: * See letter Film Factory management to Goering of
6 September 1937 #47486

339)

CERTIFICATE OF TRANSLATION

I, DOROTHEA L. GALEWSKI, ETO NO. 34079, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. NL-14083.

DOROTHEA L. GALEWSKI
ETO NO. 34079

END

TRANSLATION OF DOCUMENT No. NL-14561
OFFICE OF CHIEF OF COUNSEL FOR WAR
COUNCIL

High Command of the Navy
B. No. 1579 K I Bd.
Please quote above ref. No.
date & subject in reply.

(trans. notes
handwritten light construction)
Berlin, W. 35, 11 February 1939.
Birkhofer 12/76

(stamp:
I. G. Bitterfeld
13.2.39.-2
Postal Office. File

(stamp:
Electric metal
13 Feb 1939.)

To: F. Schichau G.m.b.H. Berlin.
Ref. B. No. 28264 K I Bd of 25 Nov 38.
Your letter B. No. 1579 of 24 Jan 39.
I. G. Bitterfeld 447 S 2 of 30 Jan 39.

I. G. Farbenindustrie, Bitterfeld plant, Light construction Department.

through the Construction Supervision of the Navy.

for information:

Deutsche Schiff- und Maschinenbau A.G. Plant I. G. "Weser",

Bremen 13

through the Construction Supervision of the Navy.

Subject: Torpedo Boat 37
Light metal superstructures (Deckhaus).

The drawings, sketches and calculations submitted by marine lieutenant (retired) Schmieding and ob.-Ing. Dr. Ritter of I. G. Farben, as suggested construction for light metal superstructures on the torpedo boats which are being built, have been jointly discussed at the High Command of the Navy on 1 Feb 39. It was determined that these papers constitute a practical basis for the drafting and construction of such parts. The firm Schichau is therefore being commissioned to give I. G. Farbenindustrie the order to supply the whole of the light metal for the deck superstructures with all the equipment for 4 torpedo boats of construction series T 37. At the suggestion of I. G. Farbenindustrie it is proposed that this be carried out in aluminum/magnesium alloy. This applies to the following items:

- a) the aft superstructure,
- b) the center superstructure with armor plating,
- c) the superstructure on the bridge (wheel-and chartroom with stand for torpedo firing apparatus),
- d) the armor plating on the bridge, with the two machine gun positions.

The order is furthermore to include all parts for the

(page 2 of original)

fittings and equipment for the superstructures, for example,

flaps for air shafts,
floors and door frames,
ladders and railings,
crow's nest etc.,
gun mountings.

-2-
TRANSLATION OF DOCUMENT No. NL-14561
Page 4

The question if and to what extent the delivery of large, already assembled parts by L.G. Farbenindustrie is possible, still needs to be clarified by negotiations between the construction wharf and the supply firm. Regarding the construction, the following details are indicated:

The methods used in light metal construction must meet those requirements as regards strength, which held good for previous construction in iron. In connection with the efforts which must be made to save weight, one should not yet go right to the absolute limit before practical experience is available. It is requested that uniform profiles be used in order to expedite delivery and to simplify storage later.

As already planned for the torpedo boats 35, the edges of the superstructures on the command bridge are to be well-rounded in order to minimize resistance to air. It has yet to be checked whether provision must be made for scuppers on the top deck of the superstructure.

The scuppers on the other superstructures must be high enough to provide for listing which occurs frequently.

Junction with the iron hull of the ship is to be effected sufficiently high and must be carried out carefully with the use of insulating sills (sillen) material.

As regarding the use of a serviceable first coating, it is requested that the Navy wharf be contacted.

The end of the profile on the upper edge of the quarter-deck armor plating should not, on account of the formation of swirls of air, extend beyond the front of the armored surface.

Separate instructions will follow with regard to loading weights for the torpedo-firing apparatus, for the special equipment, for the anti-aircraft / 88 or automatic gun/30.

After the workshop blueprints have been prepared by the firm Schichau, a final discussion and inspection of the works is to take place, on 14 February at L.G. Farben in Bitterfeld.

The transmittal of drawings for construction from the construction

(page 3 of original)

tion wharf is awaited.

Additional expenses will be at the charge of the construction wharf. Approximate figures are requested.

By order
(typewritten) signed Wischer

Seal:
High Command of
the Navy.

Certified
(signature) Klein

Explores

CERTIFICATE OF TRANSLATION

I, DOROTHY E. PLUMMER, ETO #482, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. NL-14561.

E E J

DOROTHY E. PLUMMER,
ETO #482.

with Withow (?)
(Handwritten) on 10 inst drafted jointly
with H.B.... (illegible)
227 14 February 1938

P r e f a c e

Subject of the negotiations which Farben conducted with the Hydrierwerk Scholven, AG concerning the gas deliveries for the Chemische Werke Huls, was the delivery of 48,000 annual tons of byre carbon and, at the same time, the return delivery of 60,000,000 cubic metres of technically pure hydrogen. From the 48,000 tons annually to be delivered, 35,000 annual tons were to be diverted to the Buna-Production (13,000 annual tons of Buna), while the remainder of 13,000 annual tons of gas were to be reserved for the A-Plant. From these 13,000 annual tons of gas, approximately 7,000 annual tons were to be processed into Diglycol by way of ethyl oxide in the A-Plant, and the remaining 6,000 annual tons of gas were to be processed into Oxol by way of ethyl oxide. This results in an annual production of 7,200 tons of diglycol and 9,600 tons of oxol-L.

The Hydrierwerk Scholven A.G. is at present engaged in approximately doubling their gasoline production. Scholven's expansion projects are based on a return delivery, of 60,000,000 cubic metres of Hydrogen from the sale of gas to the Chemische Werke Huls. If, as the result of a decreased purchase of gas, the above-mentioned amount of hydrogen can not be delivered back to Scholven, then, if the present project is maintained, Scholven will not be able to produce the amount of gasoline demanded of them.

During today's negotiations the Army Ordnance Office was of the opinion that it did not desire a plant in Huls with an annual production of 9,600 tons of oxol-L, since a project of similar size was already planned for Trostberg. It desired a production of 4,800 annual tons of oxol-L and 4,800 annual tons of D L and finally agreed to have production in Huls fixed at 7,200 annual tons of oxol-L and 2,400 annual tons of D L. In this connection it is provided that, for various reasons, the D L plant should only be operated in case of war, apart from a short trial run, which is necessary because the Huls DL plant is the first of its kind.

(page 2 of original)

The reduction of the oxol-L production will also cause a reduction of the consumption of the gas to be delivered by Scholven. This reduction amounts to approximately 2,000 annual tons and is just about bearable for Farben and the Chemische Werke Huls within the scope of the entire project.

An essential prerequisite for the entire gas contract with Scholven and for the commitment of return delivery of technically pure hydrogen entered into by them, is the fact that the A-Plant should actually consume, during the first four to five years, the prospective amount of hydrogen gas to be delivered. The prerequisite for this, in turn, will be that the official authorities will guarantee that the A-Plant will be operated during the time mentioned. There are two possibilities of doing this: either the Chemische Werke Huls will receive a definite order extending over several years, or, if this should not be possible for budget reasons, they should get a binding

TRANSLATION OF DOCUMENT No. NI-14264

Cont'd

promise that the orders will be renewed from year to year. The Chemische Werke AG are ready to bear the risk of having the orders restricted to four to five years, because they hope that after that time, they will be able to utilize otherwise the production of gas scheduled for the A-Plant. At present, such a possibility does not yet exist.

Berlin, 10 February 1938.

Dr. Egg/L.

CERTIFICATE OF TRANSLATION

I, Leo KATZ, AOC #36439, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. NI-14264.

LEO KATZ,
U.S. Citizen,
AOC #36439.

DRAFT

Dr. Boe/S
1938

Contract

between

I.G. Farbenindustrie Aktiengesellschaft, Ludwigshafen, a.R. (I.G.)
represented by its Vorstand,

and

The Verwertgesellschaft fuer Montanindustrie G.m.b.H., Munich
("Montan"), represented by its business manager.

I.G. has developed a process for the production of UP-Salt
(Trichlortriethylaminchlorhydrat) from the intermediate products
Triethanolaminchlorhydrat and Thionylchlorid and is constructing an
experimental plant at Ludwigshafen in the near future for the production
of Thionylchlorid from sulphur dioxide, chlorine and carbon oxide. I.G.
has registered patents for the two processes. Montan intends to use
these two processes. It plans to use the second process after the
completion of the experimental plants at Ludwigshafen. For this
purpose and for the further conversion of UP-Salt to UP-OIL
(Trichlortriethylamin) with lactat, the latter process being the
property of the GCH, it will at first construct an experimental plant
at its place at Ammendorf.

Limiting its mutual rights and duties I.G. and Montan - the
latter with the approval of the GCH - agree to the following, whereby
it is to be understood that

(Page 2 of original)

- a) "Preliminary products" are to include sulphur dioxide,
chlorine and carbon oxide
- b) "Intermediate Products" are to include Triethanolaminchlorhydrat
and Thionylchlorid
- c) "Final Products" are UP-Salt and UP-Oil and
- d) "Subsidiary Products" are products appearing at the processing
of preliminary and intermediate products to final products,
but which do not belong to intermediate or final products.

1.

As far as the production of Thionylchlorid and UP-Salt is concerned
I.G. Farben gives technical assistance with the construction, installa-
tion, operation and maintenance of the experimental plant which
primarily is to have a capacity of one ton UP-Oil per day. In addition,
it agrees to advise Montan in the field of chemistry, including
experimental work which may become necessary in that connection.
Excepted is experimental work which concerns the separation and
preparation of the developing gas mixture (HCL and SO₂). Other work,
in particular construction management and supervision is to be assigned
to an engineer to be employed by Montan.

DRAFT

Dr. Bos/S
1938

Contract

between

I.G. Farbenindustrie Aktiengesellschaft, Ludwigshafen, a.R. (I.G.)
represented by its Vorstand,

and

The Verwertgesellschaft fuer Montanindustrie G.m.b.H., Munich
("Montan"), represented by its business manager.

I.G. has developed a process for the production of UP-Salt
(Trichlortriethylaminchlorhydrat) from the intermediate products
Triethanolaminchlorhydrat and Thiocylchlorid and is constructing an
experimental plant at Ludwigshafen in the near future for the production
of Thiocylchlorid from sulphur dioxide, chlorine and carbon oxide. I.G.
has registered patents for the two processes. Montan intends to use
these two processes. It plans to use the second process after the
completion of the experimental plants at Ludwigshafen. For this
purpose and for the further conversion of UP-Salt to UP-Oil
(Trichlortriethylamin) with lactat, the latter process being the
property of the G.M., it will at first construct an experimental plant
at its place at Amendorf.

Limiting its mutual rights and duties I.G. and Montan - the
latter with the approval of the G.M. - agree to the following, whereby
it is to be understood that

(Page 2 of original)

- a) "Preliminary products" are to include sulphur dioxide,
chlorine and carbon oxide
- b) "Intermediate Products" are to include Triethanolaminchlorhydrat
and Thiocylchlorid
- c) "Final Products" are UP-Salt and UP-Oil and
- d) "Subsidiary Products" are products appearing at the processing
of preliminary and intermediate products to final products,
but which do not belong to intermediate or final products.

1.

As far as the production of Thiocylchlorid and UP-Salt is concerned
I.G. Farben gives technical assistance with the construction, installa-
tion, operation and maintenance of the experimental plant which
primarily is to have a capacity of one ton UP-Oil per day. In addition,
it agrees to advise Montan in the field of chemistry, including
experimental work which may become necessary in that connection.
Excepted is experimental work which concerns the separation and
preparation of the developing gas mixture (HCl and SO₂). Other work,
in particular construction management and supervision is to be assigned
to an engineer to be employed by Montan.

TRANSLATION OF DOCUMENT NO. XI-14250
Cont'd

As compensation for its activity, I.G. receives its actually incurred, discernable expenses, in addition to a supplement of 10% for general expenses. These expenses on the part of I.G. are to be accounted separately. Montan has the right to demand insight into the expense account of I.G. and its material connected therewith.

2.

I.G. grants Montan the free use

(Page 3 of original)

of its processes and experiences including any patent rights of production of:

- a) Thionylchlorid from sulphur dioxide, chlorine, and carbon oxide.
- b) UP-Salt from the intermediate products Triethanolamin-chlorhydrat and Thionylchlorid.

Montan, however, is only permitted to use these processes and experiences including any granted patent rights for purposes of the Wehrmacht and only in Germany.

I.G. itself, insofar as this is not contrary to its duty to maintain secrecy with regard to these processes, experiences, and patent rights, is unlimited in their use and exploitation for non-Wehrmacht purposes. Decisive for the duty to maintain secrecy is only the OKH.

3.

The intermediate and final products produced by the Montan according to the processes of I.G. may be used by Montan for Wehrmacht purposes at home and abroad. Insofar as Montan is using the intermediate and final products for Wehrmacht purposes abroad and is exporting them to other countries, I.G. Farben has claim to a reasonable compensation. At all times, Montan will give notice to I.G. about its exports, and at the same time, will make proposals for compensation. Every sale deviating from existing provisions needs the previous express approval of I.G.

(Page 4 of original)

I.G. can only market its production of UP-Salt or UP-Oil with previous express approval of the Montan or the OKH. This approval must always be given in the case of sales for non-Wehrmacht purposes, insofar as there are no opposing interests of national defense.

4.

The intermediate products Triethanolaminchlorhydrat and Thionylchlorid will be received by Montan from the I.G. exclusively at reasonable prices and conditions to be agreed later, as long as I.G. can compete with other suppliers, as long as it is able to produce to the necessary extent, and as long as there are no opposing military political demands. After commencement of Montan's own production of Thionylchlorid, the obligation of I.G. to supply Thionylchlorid

cesses, and such obligation then only extends to the preliminary product of Thionylchlorid.

5.

Within the frame of paragraphs 2 and 3, I.G. will surrender to the Montan free of cost the use of potential improvements of the granted processes and its future experiences with the processes, including possible patent rights.

Conversely, Montan will in the same way place its experiences and improvements including patent rights of the I.G. at the disposal of the I.G. free of cost, and, insofar there is no opposing duty

(Page 5 of original)

to maintain secrecy it will permit I.G. such exploitation for non-Wehrmacht purposes.

6.

Montan will keep secret all knowledge which it gains in connection with the processes and experiences as well as information with the preliminary and intermediate products delivered by the I.G. This also holds true of any drawings or other material delivered by the I.G. During the time of construction care is to be taken that only those directly concerned with the construction of the new plants are to obtain access to the construction area and receive knowledge of the plans. Montan will also take care that the new plants before and after their completion will only be permitted to be inspected after special permission by the responsible Reich authorities in Berlin has been granted.

Montan also must obligate its entire employees who are in any way connected with the plants, to maintain secrecy and within the frame of the legal limitations it must prohibit competition among them. The adherence to the prohibition to competition can be given up by Montan only with the approval of I.G.

7.

The rights and duties of the contracting partners laid down in paragraphs 1 to 6 also apply to any future construction or expansion of Montan Plants.

8.

Montan is entitled to exercise the rights due to it according to this contract, through plenipotentiaries. This is true in particular for the construction and operation of plants in which processes for the production of Thionylchlorid, UP-Salt, and UP-Oil are being used.

(Page 6 of original)

If at all possible Konzern companies of the I.G. are to be employed as plenipotentiaries of the Montan. Montan will at all times give notice to the I.G. if plenipotentiaries are appointed which are not concerned companies of the I.G. Montan will take into consideration any misgivings on the part of I.G. ABOUT the provided plenipotentiaries, insofar as that is not contrary to the interest of the Wehrmacht. The obligations inherent in this contract apply in the same way to the

plenipotentiaries of the Montan.

Montan has delegated the Orgacid G.m.b.H., Berlin to construct the plant at Amendorf which was mentioned initially.

Insofar as Montan exercises its rights through plenipotentiaries, it is responsible for their adherence to the contractual obligations and will impose the obligations upon its plenipotentiaries accordingly.

9.

The contract goes into effect retroactively with 1 October 1937 and remains in force until the 31 March 1954 for the moment; it will extend always for one year unless it is rescinded by one or the other party through the submission of a notice six months prior to its expiration, that is for the first time from the 1 October 1953 to 31 March 1954.

10.

In the event of the sale of plants or parts of plants which are constructed by Montan on the basis of this contract, the I.G. has the priority right of acquisition and that irrespectively whether the sale is intended at the time this contract is in force or after its expiration. The priority right of acquisition is to be exercised within four weeks after notice of the intended sale has been given. If during this period

(Page 7 of original)

no declaration is made by the I.G. or if the exercise of the priority right of acquisition is expressly rejected Montan is entitled to sell elsewhere.

11.

In case there are differences of opinion arising from this contract, the contracting partners are obligated at first to obtain the decision of the OEH as to whether and to what extent the national defense interests of the Reich are being thereby affected. Insofar as this is the case, the OEH will decide exclusively and finally. Moreover, it is agreed that the Landgericht of Berlin will be the responsible court of arbitration. The contracting partners before starting proceedings are obligated to submit the necessary applications for the maintenance of secrecy.

12.

The contract has been written in quadruple, I.G. receives one copy, Montan receives three.

Changes and supplementations must be executed formally.

The tax fees for this contract are shared by the contracting parties.

Berlin, 30 December 1938

Vers. Ges. F. Montanindustrie
(Signature) ZUNELRACK

Ludwigshafen-RH 8 October 1938
I.G. Farbenindustrie Aktiengesellschaft
(Signature) AMEROS ppm BOESCHER

TRANSLATION OF DOCUMENT NO. KL-14250
Cont'd. -----

CERTIFICATE OF TRANSLATION

I, SIEGFRIED RAMLER, ETO NO. 34429, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. KL-14250.

SIEGFRIED RAMLER
ETO NO. 34429

END

TRANSLATION OF DOCUMENT No. NI-14073
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

IG Farbenindustrie
Aktiengesellschaft
AGFA
LEGAL Department
Dr. D/Schr.

(trans.note:handwritten note:
84/3-1)

Berlin SO 36. 15 February 1937.
Lohmuhlstrasse 65-67

(trans.note:stamp:Secretariat
Gajewski
Received:16 Feb 1937
Answered:
42302 various illegible initials.
G
Handwritten: Agfa Anso
illegible shorthand notes)

To
Director Dr. GAJEWSKI
Film Factory
WOLFFEL

Dear Dr. Gajewski,

A few days ago Dr. Albers discussed the question arising from the attached carbon copy with me in a general way. From this I gathered that there are probably questions connected with our obligations under the Anso agreement, about which we already corresponded some time ago. I am sending you enclosed carbon copy of my letter to Dr. Albers of today's date for your information.

With German Salutes
yours very truly

(signature) Deissmann.

Enclosure. (trans.note:handwritten:possibly see also
letter Dr. Albers of 16 Feb 42347/

B 7223

373

(page 2 of original)

(trans.note:handwritten:to 84/3-1)
15 Feb 37.)

IG FARBEINDUSTRIE AKTIENGESELLSCHAFT, BERLIN SO 36.

15 February 1937.

(illegible initial)

To
Dr. Albers
IG Farbenindustrie Aktiengesellschaft
LEYBACHSTR.

Foreign
Confidential

(trans.note:stamp:
Secretariat Dr.
Gajewski
Received:16 Feb 37
42302)

Dear Herr Dr. Albers,

In view of our discussion a few days ago I have studied the question of whether there are any legal regulations which prohibit the transmittal of secret processes abroad even in such cases where contractual arrangements constitute an obligation to this effect.

I have not been able to find a legal regulation applicable to this case: all the prohibitions and restrictions in this respect are

based either on considerations of foreign currency control or of military economy.

However I am certain that if our interests should necessitate it, there would be no difficulty in obtaining administrative intervention by the Reich Ministry of Economy, in the form of a prohibition or a decree which would be equivalent to a prohibition, because there is surely no doubt whatever that the Reich Ministry of Economy considers the transmittal of valuable patented processes to foreign countries without the realization of any tangible equivalent in foreign currency to be highly undesirable. The Reich Ministry of Economy would therefore provide us with a pretext without any difficulty and we could then refer the contracting parties concerned to that.

Now the question arises whether it would be wise to ask the Reich Ministry of Economy about a tangible case at all, and I could well imagine that Dr. Gajewski has justified objections to this. Even if we only bring up the question with the Reich Min. of Econ. in quite a general way, it is very possible that questions

(page 3 of original)

may come up in this way, the discussion of which appears to us to be inexpedient.

It is my personal opinion, although this is only based on a very superficial knowledge of the Anaco complex, that in view of the prevailing power and influence of IG it should surely be possible for IG to find a way to explain to Anaco that we are no longer willing to pass on information beyond a certain point since we would be conflicting with the directives issued in accordance with the 4 Year Plan. (Confidential statements to this effect from an Economic Group, on which one could base such an attitude, are available). This would then be tantamount to a cancellation of the clause concerned of the agreement "because of changed fundamental circumstances". I should hardly think that Anaco would be in a position to do anything drastic against such a step on our part. But, as I said, I know too little about the circumstances to be able to make a final decision about them.

Dr. Gajewski has not yet talked to me about this question. I am sending him a copy of this letter.

With the German Salute
yours very truly
(stamp) signed Dr. Diefenbach

copy to Dir. Dr. Gajewski

CARBON COPY

CERTIFICATE OF TRANSLATION

I, DOROTHEA L. GALEWSKI, ETO #34079, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. NI-14073.

DOROTHEA L. GALEWSKI,
ETO #34079.

E N D

AFFIDAVIT

I, Otto HEILBRUNN, OOCWC, ETO # 30140, after having been warned that I will be liable for punishment for making a false statement, state herewith under oath, of my own free will and without coercion, the following:

1) I have been in charge of teams which have searched for material in the I.G. plants Ludwigshafen, Oppau, Leverkusen, Griseheim, Hoechst, the DMG plant Troisdorf, and the Griseheim Records Building. The only complete set of files concerning Mob questions which could be found at any of these places, is a group of 23 Leitz folders from the I.G. plant Hoechst. These folders were found by me on 27 February 1947 in a basement where files of the Hoechst Management Department 3 were stored. No card index or other index on the contents of the storeroom were kept at the Hoechst plant, and the files were not systematically arranged. They were released to OOCWC on loan by Dr. Schild, assistant to the Trustee of the plant, after Dr. Schild had obtained clearance from Major Hansen, I.G. Farben Control Office.

2) The titles of the folders are as follows:

| German title | Translation |
|---|---|
| Mob Kapazitaeten, Hoechst | Mob Capacities, Hoechst |
| Mob Allgemein, Direktionsabteilung | Mob general, Management Department |
| Mob Allg. Vorarbeiten A-M, Direktionsabteilung | Mob general, preliminary work A-M Management Dept. |
| Mob Allg. Vorarbeiten N-Z | Mob general preliminary work N-Z |
| Mob Rohstoffe | Mob raw materials |
| Mob I.G. Rohstoffe (Mob. Aufg. 1938) | Mob I.G. raw materials (Mob. task 1938) |
| Mob Rohstoffe und Vorprodukte | Mob raw materials and preliminary products |
| Mob Betriebe- und Hilfstoffe | Mob working material and auxiliaries |
| Mob Hilfstoffe, Brennstoffe und Energien | Mob auxiliaries, fuel and power |
| Mob Anorgan-Abteilung | Mob Inorganic Department |
| Mob Aceton Essigsaeure Abt. | Mob acetone acetic acid Department |
| Mob Farben-Fabrik | Mob dyestuffs factory |
| Mob Zwipro Fabrik | Mob intermediate products factory |
| Mob Pharmazeutische Abteilung | Mob pharma department |
| Mob Stickstoff Abt. | Mob nitrogen department |
| Mob Sammelanfertigungen fuer die Mobpläne | Mob compilations for the Mob plans |
| Mob Aufgabe 1938 | Mob task 1938 |
| Vorbereitung der neuen Mob-aufgabe | Preparation of the new Mob task |
| Mob Kriegslieferungsvertraege, Produktionsmeldungen | Mob war delivery contracts, production reports |
| Mob Lebensmittelversorgung | Mob food provisioning |
| Mob Transporte | Mob transports |
| Mob Transporte, Kontrolle der Transporte der ersten 14 Tage | Mob transports, checking of transports of the first 14 days |
| Mob Mainzen | Mob Main District, |

- 3) 14 of the folders are marked "secret" on the outside. 2 folders marked "strictly confidential". Seven are not classified on the outside, though some of the contents of these are marked "secret". The earliest documents refer to the year 1934. Some of the folders contain documents made out almost exclusively before the outbreak of war in September 1939. All folders contain some documents made out prior to the outbreak of war.
- 4) Besides the above material eleven more Leitz folders marked "Mob" were found at the Buchet Plant with material relating to the time after the outbreak of war. The titles of the folders are:

| German title | Translation |
|---|--|
| Mob Plan allgemein | Mob plan general |
| Mob Bevorratung | Mob stockpiling |
| Mob Plan allgemein, Produktionsverteilung | Mob plan general, allocation of production |
| Mob Plan allgemein Briefwechsel | Mob plan general correspondence |
| Mob Einzelige Belegungen | Mob non-recurring requirements |
| Mob Plan Pharma | Mob plan pharma |
| Mob Plan Pharma, Briefwechsel | Mob plan pharma, Correspondence |
| Mob plan Pharma, Vorbereitungen | Mob plan pharma, Preparations |
| Mob Dringlichkeitbescheinigungen | Mob priority certificate |
| Mob Dringlichkeitsstufen | Mob priority classifications |
| Mob Verteilung der Erzeugung | Mob distribution of production |

- 5) I have carefully read each of the two pages of this declaration and have signed them personally. I have made the necessary corrections in my own handwriting and initialed them and I declare herewith under oath that I have given the full truth to the best of my knowledge and belief.

(signature)

Otto Heilbrunn
 Otto HEILBRUNN,
 Civilian,
 ETO #3614C
 Office of Chief of Counsel for
 War Crimes, U.S. War Department

Sworn to and signed before me this 7th day of April 1948, at Palace of Justice, Nurnberg, Germany, by Otto HEILBRUNN, known to me to be the person making the above affidavit.

(signature)

D.A. Sprecher
 D.A. SPEECHER, Chief Trial Team 1
 AGO # 473307,
 Office of Chief of Counsel for
 War Crimes, U.S. War Department

CERTIFICATE OF COPY

I, John J. ROLL, AGO #A-444412, hereby certify that the above is a true and correct copy of Document No. NI- the original of which is in the English language.

John J. ROLL,
 U.S. Civilian,
 AGO #A-444412.

Excerpt from
the
Reich Law Gazette 1938

Part I - 1st Half Year 1938

Page 6271

REICH LAW GAZETTE

PART I

1938 // Published in Berlin, 15 June 1938 // No. 91

Third decree of the Reich Citizenship Law
(Reichsbürgergesetz) dated 14 June 1938.

In accordance with Paragraph 3 of the Reich
Citizenship Law of 15 September 1935 (Reich
Law Gazette I, page 1146) the following is
decreed:

Article I
Par. 1

- (1) A commercial enterprise shall be deemed Jewish if the owner is a Jew (Par. 5 of the first decree to the Reich Citizenship Law dated 14 November 1935 - Reich Law Gazette I, page 1833).
- (2) The commercial enterprises of a partnership company or of a Kommanditgesellschaft (limited partnership company) shall be deemed Jewish, if one or more of the personally liable partners are Jews.
- (3) The commercial enterprise of a juristical person shall be deemed Jewish,
 - a) if one or more of the persons who are summoned to act as legal representatives or one or more of the members of the Aufsichtsrat are Jews;
 - b) if Jews hold a decisive share of the capital or voting power. Participation in capital shall be deemed decisive if more than a quarter of the capital belongs to Jews; participation in voting power shall be deemed decisive if the votes of Jews amount to more than half of the total number of votes.

(4) The prescriptions of sub-heading (3) apply to mining companies which have no legal capacity accordingly.

(Article 1, continued)
Par. 5

With regard to the prescription contained in Paragraph 1, sub-heading 3, letter a, the Reich Minister of Economy can authorize exceptions which shall remain effective until 1 April 1940.

Page 628:

Berlin, 14 June 1936.

The Reich Minister of the Interior

F r i c k

The Deputy of the Fuehrer

H. Hess

The Reich Minister of Economy

Walther Funk

The Reich Minister of Justice

Dr. Guertner

CERTIFICATE OF TRANSLATION

I, Dorothy PUDGEE, USFET #482, hereby certify that I am thoroughly conversant with the English and German Languages; and that the above is a true and correct translation of Document No. NI-15171.

Dorothy PUDGEE,
USFET #482.

E E D

-2-

COPY OF DOCUMENT NO. 1 - 15243
OFFICE OF CHIEF OF COUNSEL
FOR WAR CRIMES

STATEMENT UNDER OATH

I, Arthur F. Cooper, Interrogator, Office Chief of Counsel for War Crimes, Warburg, Germany, after having first been warned that I will be liable for punishment for making a false statement, state herewith under oath of my own free will the following:

1. My attention has been directed to a statement made by Dr. Christian Schneider on 19 February 1948 with regard to Pres. Exh. 1328 appearing in Pres. Doc. Book 60. This statement appears on pages 7403, 7404 and 7405 of the English transcript of the proceedings of Military Tribunal No. VI and concerns the matter of interrogations by the prosecution of Dr. Schneider. With reference to Dr. Schneider's statement I wish to say the following:

2. In the course of my official duties as an interrogator assigned to the Office of Chief of Counsel for War Crimes, I interrogated Dr. Schneider a number of times, including the evening of 27 March 1947. This interrogation started at 7:00 P.M. (not at 5:45 P.M. as stated by Dr. Schneider). It was conducted jointly by Mr. Benvenuto von Kalle, another interrogator assigned to CCC C, and myself, and was attended by two German secretaries. Subsequently, Dr. Schneider forwarded to me a signed memorandum in his own handwriting, entitled "Statement with reference to my interrogation of 27/28 March 1947", dated 30 March 1947, in which he stated that after having thought over the entire field of questions touched upon in the interrogation he felt that the statements he had made on five points needed revision and listed the revisions in detail. This statement of Dr. Schneider's is attached hereto.

3. On 17 April 1947 Dr. Schneider was again seen by Mr. von Kalle and myself. He was asked to read over carefully the transcript of the interrogation of 27 March 1947, to make all corrections which appeared necessary to him, and to sign it. These things Dr. Schneider carefully and willingly did. At the same time the five points brought out in his memorandum of 30 March 1947 were discussed with him in detail, and he stated that after reading the transcript he was of the opinion that only one point needed

(page 2 of the original)

correction and that was point No. 3 mentioned in the memorandum. Dr. Schneider's changed version of this one point was thereafter included in a subsequently drawn up affidavit, namely Pres. Doc. 1418, Doc. Book 73, paragraph 21, as follows:

"In an interrogation on 27 March 1947, conducted by Messrs. Arthur Cooper and Benvenuto von Kalle, I stated that I discussed the gassing of the gas chambers at Auschwitz, in which human beings died an unnatural death, with Dr. Guericke, Otto Lubow and Heinrich Gustafsch. Retrospectively, I should like to mention

(Cont'd)

that, at the time when I made my statement, I was tired and confused. After careful consideration, I should like to alter my statement to the effect that I am certain that, in 1944, perhaps already in 1943, I was informed of the gassing, but that I do not remember any more who told me of it or with which gentlemen of the I.G. I discussed the matter."

4. The statements made by Dr. Schneider in the interrogation of 27 March 1947 and in those preceding, were condensed by Dr. von Hille and myself into the form of four affidavits (including Treas. Exh. 1418 mentioned above) and presented to Dr. Schneider approximately four weeks later, on 22 April 1947. He was asked to read them carefully, make all necessary changes or corrections in his own handwriting, and sign them, which he did. On all four affidavits a great number of such corrections appear and may be seen in the exhibits filed with the Secretary General. These four documents involved are:

| | |
|------------------|--------------|
| Pres. Exh. 1333, | Doc. Book 69 |
| " " 1328, | " " 60 |
| " " 1329, | " " 68 |
| " " 1418, | " " 72 |

I have carefully read each of the two (2) pages of this declaration and have signed them personally. I have made the necessary corrections in my own handwriting and initialed them, and I declare herewith under oath that I have given the truth to the best of my knowledge and conscience.

ARTHUR T. COOPER
Arthur T. Cooper
Department of Army Civilian
Employee
AGO D-434534

Sworn to and signed before me this 27 day of April 1948 at Tuerberg, Germany by Arthur T. Cooper known to me to be the person making the above affidavit.

VIRGIL VAN STREET,
Virgil van Street, AGO D-435501
Attorney, Department of Army

Certification

I, John J. Boll AGO # 4-44412, hereby certify that the copy in a true and correct copy of document, the original of which is in the German language.

JOHN J. BOLL
Civilian
AGO # 4-44412

81

(page 3 of the original)

(translator's note: the continuation of the original document is in the German language and follow here as translation into the English language).

Statement with Reference to My Interrogation of 27/28 March 1947:

While reading the comprehensive field of questions touched upon in this interrogation I have begun to feel some doubt in regard to various questions, so that my statements have to be somewhat revised. The night interrogation which lasted for seven hours had an increasingly tiring effect on me. In addition, as I said repeatedly, my memory has been severely weakened for years and I had to give all facts from memory without having any documents available.

1) I doubt whether a Concentration Camp existed already before Auschwitz was constructed, so that the employment of inmates was originally not of decisive influence in choosing the location. I do not remember when the Concentration Camp was built.

2) As far as I remember now, the discussion between Bucholisch and Dettl of which I heard from Gustafisch took place at a later date than the planning of Auschwitz.

3) Doubts arise also as to whether it was Gajowski from whom I received knowledge of events in Auschwitz Concentration Camp. This knowledge

(page 4 of the original)

which was not proved by any evidence and had to be considered as rumour I received later, probably not before 1944. I can, however, no longer remember the source. I do not know whether Bucholisch and Labros knew about it.

4) I have doubts as to whether I.G. took part in expelling the Poles from Auschwitz.

5) We were obliged to report to the Gestapo a laborer's refusal to work, sabotage and other derelicts. We did not report them with the intention of giving the people concerned up to the cruelty of the SS.

I request that this statement be made part of the record.

Duerberg, 20 March 1947

(signature) Dr. Christian Gohn

CERTIFICATE OF TRANSLATION

I, JOHN J. BOLD, SS # 1-444412, hereby certify that I am thoroughly conversant with the English and German languages, and that the above is a true and correct translation of Document No. NI - 15243.

JOHN J. BOLD
U.S. CIVILIAN
SSC # 1-444412

82

AFFIDAVIT

I, Hans J. Welffsohn, after having been warned that I will be liable for punishment for making a false statement, hereby declare the following of my own free will and without coercion:

1. Since September 1945, I have been employed as a Research Analyst by the OCGWC, principally working for Trial Team I (Farben).
2. During the First World War, I was an aviator for the German Naval Air Arm and from that time on I have maintained a continued interest in German aviation. After Hitler came into power, I emigrated to England in 1933. Thereafter, I kept myself fairly familiar with the developments of German aviation insofar as its progress came to my attention through German newspapers and publications concerning aeronautical questions.
3. I have studied Prosecution Exhibit 1970 (NI-14539), the document introduced by the Prosecution during the cross-examination of the former General Field Marshall Erhard Milch. This document shows the projected production of airplanes by the three principal aircraft manufacturing concerns in Germany, the HFW or Bayerische Flugzeugwerke (Bavarian Aircraft Works), Heinkel, and Junkers, from the last quarter of 1938 through the first quarter of 1940. Under the types of aircraft listed in Prosecution Exhibit 1970, there are eight different types of airplanes, each of which is identified by the usual letter symbol followed by a numerical and/or letter designation. This type of designation is also used in newspapers, magazines and books discussing individual aircraft. It is also used by ordinary people when discussing

different types of aircraft.

4. Each of the eight types of aircraft mentioned in Prosecution Exhibit 1970 were known to me in 1938, with the possible exception of the "BF-110-C", of which I heard at least by the summer of 1939. I learned of these types of aircraft by reading German publications and from discussions with persons who had recently been in Germany. In order to give an example of how public the information was concerning these types of airplanes, I have recently checked a German aeronautical magazine called "Flugsport" (Flying Sport) for the years 1933 through 1936, the "Handbuch der Luftfahrt" (Handbook of Aviation), published by J. F. Lehmanns Verlag Munich-Berlin for the years 1936 and 1937-38 (called below Handbook), and "Adolf Hitler, Bilder aus dem Leben des Fuhrrers", published 1936 by Cigarette-Picture Service (Cigaretten-Bilderdienst) Altona-Bahrenfeld. The last book (called below "Adolf Hitler") carries the imprint that the NSDAP has no objections against its publication. Its circulation surpassed the 300,000 mark. All these publications were not only circulated in Germany, but copies of them could be found in libraries in England. Excerpts from the Handbook and "Flugsport" were printed in the British airplane magazines "The Aeroplane" and "Flight", just as extracts from "The Aeroplane" and "Flight" were reproduced in "Flugsport". In checking these publications, I found pictures or references to all the types of airplanes designated in Prosecution Exhibit 1970, except to the Bf 100-C and to the Ju 88, which only later became commonly known and which came into production later than the other types. Below I have indicated some of the issues of these three German publications in

which pictures and/or references were printed pertaining to these various types of aircraft:

1) Messerschmitt Bf 109

[Handbook 1937-38: single-seat fighter]

a. Flugport, 18 August 1937, No. 17, pp 469/70:

(description of the most important technical details of fuselage and engine, as well as two photographs. The article mentions that this type is a single-seat fighter (Jagdflieger) which has become well-known because of its excellent flying qualities during the International Zurich Flying Meeting. This meeting took place at the end of July 1937. The Bf 109 was not only the fastest aircraft during this meeting, but three Bf 109s won the first prize during the competition for military aircraft (Alpenrundflug fuer Militaerstaffeln). The Zurich meeting was attended by the then General der Flieger Erhard Milch as head of the German team. According to an official German publication "Deutsche kampf in Spanien" (German fight in Spain), the first Bf 109s arrived in Spain in March 1937. "The second squadron was equipped with Bf 109s and took over fighter tasks" (cf. p. 67). The publisher of this book is the "Legion Condor", the code-name of the German Air Force unit fighting for General Franco.

b. Flugport, 29 September 1937, No. 20, p. 560:

picture showing a Bf 109 under which some German soldiers are laying. The caption reads: "Air attack on Berlin. A single-seat fighter Bf 109 ready to take off from an air-field of the Reich's capital".

c) Flugport, 2 February 1938, No. 3, p. 69; picture of Bf 109. Caption reads: "The 'victorious' single-seat fighter". On wings and fuselage the crosses of the German

Air Force are painted. On top of the engine-hood, armament is clearly visible.

2) Messerschmitt Bf 108

[Handbook 1936: four-seat tourist plane]

a. Flugsport, 11 November 1936, No. 23, p. 586, two pictures of the exterior and the cabin.

b. Flugsport, 23 June 1937, No. 13, p. 359, picture of a Bf 108 which was sold to a Japanese newspaper combine in 1936.

3) Heinkel He 111

a. Flugsport, 23 January 1936, No. 2, pp 32 through 36. The first He 111 version which was published by Flugsport was the fast transportation plane (Schnellverkehrsflugzeug) He 111 C-0. This description gives the essential technical characteristics, illustrated by photographs and drawings, the latter giving the weight and also the measurements of wing-span, height, length and width of fuselage, of the tail unit and of the length of the two airscrews.

b. Flugsport, 11 November 1936, No. 23, pp 591/592; two pictures showing fuselage and tail plane of He 111 under construction.

c. Flugsport, 2 March 1938, No. 5, p. 113, 3 pictures of the He 111 "for military purposes". The picture shows clearly the machine gun position in the nose of the fuselage.

d. Handbook 1937-38, p. 182, published a picture of the bomber-version of the He 111 (Kampfflugzeug Heinkel He 111 E) and stated that the construction of the airframe (Flugwerk) is the same as that of the transportation version [described in Flugsport, 23 January 1936].

4) Junkers Ju 87

a. Flugsport, 16 March 1936, No. 3, pp 124 and 125.

Description dealing with the important constructional characteristics of this dive-bomber (Sturzkampfflugzeug) without giving technical data or any performance figures. The three pictures show the new aircraft from several angles.

b. Flugsport, same issue, p. 135, 2 pictures of Ju 87 with camouflage paint.

c. Handbook 1937-38, p. 186/7: One picture and short description. The caption calls the Ju 87 a bomber (Kampfflugzeug).

5. Junkers Ju 52

[The official type designation was Ju 52/3]

a. Flugsport 1935, No. 22, p. 440 and following. This was the first description explaining the basic design of this transportation aircraft.

b. Flugsport 1935, No. 21 p. 448. Description and picture of Ju 52/3 with Junkers Diesel oil engines (Jumo 206). Description gives technical data and performance figures.

c. "Adolf Hitler" p. 17, prints a picture of the transportation version, p. 27 a picture of the bomber version. Caption to this picture reads: "Bombers over Muenberg."

5. When General Milch was asked on re-direct examination as to whether or not "a layman who just doesn't work in the aviation industry" knew what the letter-number designations of aircraft meant, he testified:

"Q. I only want to ask you the following: Could a layman who just doesn't work in the aviation industry tell from the designations HB-III-D, or whatever they were, could he tell at all what type of airplane is being spoken of?

A. As far as the general secrecy is concerned (bei der allgemeinen Geheimhaltung), I would answer this with 'no'."

6. From the extracts from "Flugsport" alone, to say nothing of numerous other publications and newspapers in Germany, it can be seen that the general secrecy regulations could have no application whatsoever to at least six out of eight of the designation of aircraft listed in Prosecution Exhibit # 1970. The number being produced, of course, is another matter.

7. I have become fairly familiar with the general features of the production of light metal aircraft. From descriptions of German military aircraft, such as the aforementioned, figures of the weight of an individual complete airframe can be obtained. With the aid of the usual construction tables for aircraft engineers, the total weight of the airframe can be broken down so that the weights of the major elements of this airframe such as wings, fuselage, tail unit etc. can be obtained. Thus a manufacturer of light metals and of semi-finished goods such as tubings, rods, sheets, etc., which (as shown in Prosecution Exhibit # 1970) furnishes most of the magnesium and magnesium-alloy requirements of an aircraft industry can necessarily calculate the output of complete aircraft for which his materials are used. I.G. Farben Dittelfeld, therefore, did not require the table on p. 2 of Prosecution Exhibit # 1970 in order to familiarize itself with the quantities of the aforementioned aircraft types in production or to be produced.

I have carefully read each of the seven pages of this Declaration and have signed them personally. I have made the necessary corrections in my own handwriting and initialed them and I declare herewith under oath that I

18

have given the pure truth to the best of my knowledge and
conscience.

(a) Hans J. Wolffsohn

(v) HANS J. WOLFFSOHN

Sworn to and signed before me this 29th day of April 1948,
at Nurnberg, Germany, by Hans J. Wolffsohn, Civilian,
No. 094495, known to me to be the person making the above
affidavit.

(a) John J. Boll

(v) JOHN J. BOLL

Civilian, AGO # A-444412
Officer of Chief of Counsel
for War Crimes
U.S. War Department

C E R T I F I C A T E

I, YVONNE A. SCHWARTZ, Civilian, ITO No. 20108, hereby
certify that the above is a true and correct copy of
document No. VI-15267, the original of which is in the
English language.

YVONNE A. SCHWARTZ
Civilian
ITO No. 20108

89

Folder 2

CASE 6
TRIBUNAL VI

PROSECUTION

These copies of Documents separate Distribution

Exh No's 100 - 1919



ENGLISH

Case 6
separate distribution
C.G.

U.S. Ex. 100.
TRANSLATION OF DOCUMENT No. NI-11409
OFFICE OF U.S. CHIEF OF COUNSEL FOR
WAR CRIMES

AFFIDAVIT

I, Dr. Ernst August STRUSS, Director of the I.G. Farbenindustrie Aktiengesellschaft from 1934 - 1945, Chief of the Tea Office of the I.G. Farbenindustrie A.G. from 1938-1945, Secretary of the Technical Committee of the Vorstand of the I.G. Farbenindustrie A.G. from 1924 - 1945, Chief of the Sparte II of the Liaison Office (Vermittlungsstelle) W and from 1943 - 1945 Chief of production of the whole German Dyestuff Industry in the framework of the Economic Group Chemical Industry (Wirtschaftsgruppe Chemische Industrie); and from 1 December 1945, employee of the Control Office of I.G. Farbenindustrie (CMOUS), Frankfurt on the Main, APO 757, Postmaster, U.S. Army, having been warned that I will be liable to punishment for making a false statement, declare herewith under oath of my own free will and without coercion, the following:

The chart NI - 10008 with the heading "Production of the I.G. and of companies controlled by I.G., for 18 important products" (Produktion der I.G. und von der I.G. kontrollierter Gesellschaften fuer 18 wichtige Erzeugnisse), contains as well the production of stabilizers, which were produced in both of the factories Verdingen and Wolfen. The figures of Wolfen were estimated, as the documents concerned had been taken out by an American-English Commission and had not been handed back.

Looking through documents not yet filed, I have now found a document of 20 September 1943 from which the production of Wolfen also, from 1939 until incl. III quarter of 1943, can be seen. Thus, different figures are resulting for the total production of stabilizers for these years.

Old figures of the chart
NI - 10008

New figures

Production in 1000 tons

| Verdingen | | | | Wolfen | | | | Total | | | |
|-----------|--|--|--|--------|--|--|--|-------|--|--|--|
| 1939 | | | | 2,7 | | | | 2,7 | | | |
| 1940 | | | | 3,1 | | | | 3,1 | | | |
| 1941 | | | | 3,5 | | | | 3,5 | | | |
| 1942 | | | | 4,2 | | | | 4,2 | | | |
| 1943 | | | | 5,4 | | | | 5,4 | | | |

(Added in handwriting): 4th quarter 1943 estimated



I have carefully read the statement as above consisting of 1 page and have signed it personally. I have made the necessary corrections in my own handwriting and initialed them, and I declare herewith under oath that I have said the full truth according to the best of my knowledge and conscience.

(Signed): Dr. Ernst A. STRUSS
Dr. ERNST A. STRUSS

Sworn to and signed before me this 24th of September, 1947 at Frankfurt am Main, Germany, by Dr. Ernst A. STRUSS, known to me to be the person making the above affidavit.

(Signed): Karl Kelter
KARL KALTER, AGO-No. DE31864
Office Chief of Counsel
for War Crimes,
U.S. War Dept.

END

CERTIFICATE OF TRANSLATION

I, Peter P. ARONS, ETO No. 2365, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document No. NI - 11409.

PETER P. ARONS
ETO #2365

Copy 6
up District
up 4

Ex. 100

TRANSLATION OF DOCUMENT No. NI-9261
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

AFFIDAVIT

I, Dr. Hans EICHLESE, having been warned that I render myself liable to punishment for any false statement, hereby declare under oath, voluntarily and without coercion, as follows: -

The document NI-2747 (Vermittlungsbefehl W) presented to me is the photocopy of an extract from the notes concerning the structure and the technical organization of the I. O., which I made in the years 1942 to 1944, on the instructions of Dr. STRUSS, Technical Committee (TEL-Büro) as co-worker of the I. O.

The notes made under NI-2747 were compiled by me on the basis of the files available in the Technical Committee (TEL-Büro), especially memoranda and correspondence and, as far as I remember, occasional personal communications from Dr. STRUSS.

I have carefully read through and signed with my own hand this copy of the affidavit, have made the necessary corrections in my own handwriting, and countersigned them with my initials and declare hereby under oath that I have told the absolute truth in this declaration to the best of my knowledge and belief.

Signature: Dr. HANS EICHLESE

Sworn to and signed before me this 30th day of July 1947 at Nuremberg by Dr. Hans EICHLESE, known to me to be the person making the above affidavit.

Signature: ARTHUR T. GAYE
U. S. Civilian No. number D-434534
Interpreter, Office of Chief of
Counsel for War Crimes
U. S. War Department

CERTIFICATE OF TRANSLATION

8 August 1947

I, JANE MARTIN, 00848, herewith certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of the document NI-9261.

JANE MARTIN, 00848

Case 6
29. Distrib.
e

Ex. 106

TRANSLATION OF DOCUMENT NO. 10911
OFFICE OF CHIEF OF COUNSEL FOR
WAR CRIMES

AFFIDAVIT

I, Dr. Ernst August Struss, Director of the I.G. Farben
from 1934 to 1945, after having been warned that I will be liable to
punishment for making a false statement, herewith state the following
under oath of my own free will and without coercion.

1. At the extreme right of Chart NI-10030, entitled "PLANTS OF
THE DYNAMIT ARBEITSGESellschaft vorm. ALFRED NOBEL & CO., TREISDORF",
the WASAG plants are shown and connected with the DAG plants and their
subsidiaries through a broken line.

2. I have now learned that the I.G. had a 53% interest in the
WASAG through the MERSEBURG G.m.b.H. and a 35% interest through the
DONAUCHÉMIE.

3. Consequently the majority interest in the WASAG was held by
the I.G. and not the DAG.

I have read this one page of this affidavit and have placed my
signature at the bottom of this page. I have made the necessary
corrections in my own handwriting and initialed each correction in the
margin of the page. I declare herewith under oath that I have stated
the full truth to the best of my knowledge and belief.

(Signature) _____
Dr. Ernst A. Struss

Sworn to and signed before me this 1st day of September 1947 at Frankfurt/M,
Germany by Dr. Ernst A. STRUSS, known to me to be the person making the
above affidavit.

(Signature) _____
ELLINOR F. ANSPACHER
U.S. Civilian, AGO number D-149762
Office of Chief of Counsel
for War Crimes

I, ELLINOR F. ANSPACHER, U.S. Civilian, AGO number D-149762, declare that
I am thoroughly conversant with the English and German languages and that
the above is a true and correct translation of the affidavit dated 1
September 1947 by Dr. Ernst A. STRUSS concerning Chart NI-10030.

ELLINOR F. ANSPACHER
U.S. Civilian
AGO No. D-149762

E E D

CASE 6, TRIENHALL VI

Doc. No. XI - 12045 (Prevention Exhibit 204)

Discriptions Books As size of Area

Case 6
27-2

847

TRANSLATION OF DOCUMENT No. NI - 11610
OFFICE OF U.S. CHIEF OF COUNSEL FOR
WAR CRIMES

Additional Statement to Document No. NI-10022

(Chart on plants owned and operated by I.G. Farben)

I, Dr. Ernst A. Strauss, Frankfurt/Main Gaertner
Weg 59, have again checked the above document. I agree to
a change and an improvement of above document to the
effect that the left column in the chart be replaced by
the attached drawing.

(Signed:) Dr. Ernst A. Strauss
Dr. Ernst A. STRAUSS

Sworn to and signed before me this 3rd day of October
1947 at Nuernberg by Dr. Ernst A. STRAUSS, Frankfurt/Main
Gaertner Weg No. 59, known to me to be the person making
the above affidavit.

(Signed:) Walter T. Schonfeld
Walter T. Schonfeld
Civilian, ETO No. 34433

TABLE OF CONTENTS No. VI-11510 (Cont'd)

I Schneider Dr. Christian

Hdg. Leuna

| LEUNA | | | |
|--------------|----------------|---------------|------|
| Chief: | Schneider | | |
| | Butefisch | | |
| | v. Staden | + | 1944 |
| Pers. Dept.: | Folster | | |
| Nitrogen | 70 | Methanol | 30 |
| Gasoline | 229 | Org. Interns. | 30 |
| Lubric Oil | 27 | Mercol | 28 |
| Prod.: | 1, 2, 3, 8, 11 | | |

| NIEDERSACHS-LEHN | |
|------------------|---------|
| Chief: | Grissel |

| BUTEFISCH | |
|-----------|--|
|-----------|--|

| MOOSBIERBAUM x 1940 | |
|---------------------|-------------------------|
| Chief: | Hanning |
| Gasoline | 42 |
| Lubric Oil | 7 |
| | Magnes. 42 |
| | Sulf. Acid 13 |
| | (gehoert zur Sparte II) |
| Prod.: | 1, 8, 11, 14. |

| AUBCHWITZ x 1941 | |
|-------------------------|--------------|
| Chief: | Duerfeld |
| Dep. Chief: | Braun |
| Pers./Welf. Dept. | Rosenbach |
| Commissary and Housing: | Reinhold |
| Prod.: | 11, Methanol |

TRANSLATION OF DOCUMENT No. NI - 11610
(CONT'D)

CERTIFICATE OF TRANSLATION

I, Walter T. SCHONFELD, ETO No. 34433, hereby
certify that I am thoroughly conversant with the
English and German languages; and that the above is
a true and correct translation of Document No.
NI - 11610

6 October 1947.

WALTER T. SCHONFELD
Civilian, ETO No. 34433

Case 6
up. Dist. Ct.
a

Ex. 148

TRANSLATION OF DOCUMENT No. NI - 11611
OFFICE OF U.S. CHIEF OF COUNSEL FOR
WAR CRIMES

AFFIDAVIT

I, Ernst A. STRUSS, Director of the Bureau of the Technical Committee (TEA-Bureau) of the I.G. Farbenindustrie A.G., from 5 April 1934 until 5 July 1945, state herewith under oath the following:

In document No. NI-9487, my sworn statement of 13 August 1947 reads as follows: in the beginning of P.30:

III Development of I.G. Farben from 1937 - 1945

1 Sparte I

Supreme management: Dr. Christian Schneider
Deputy: Dr. Heinrich Buetefisch

After close examination of the files, an appointment could not be established of Dr. Buetefisch to the position of Deputy Chief of Sparte I. According to my best recollection, Dr. Buetefisch did never hold the function of Deputy Chief of the Sparte. I agree that the sentence "Deputy Dr. Heinrich Buetefisch" should be deleted.

The previous wording was chosen as Dr. Buetefisch was the next highest person in Sparte I after Dr. Schneider, and in my opinion, would have presented important agenda of Sparte I, like for instance, credits at a TEA conference, in case Dr. Schneider would have been prevented.

(Signed:) Ernst A. Struss
Ernst A. STRUSS

Sworn to and signed before me this 3rd day of October 1947 at Nuernberg by Ernst A. Struss, Frankfurt/Main, known to me to be the person making the above affidavit.

(Signed:) Alfred A. Lewinson
ALFRED A. LEWINSON
ETO 429

CERTIFICATE OF TRANSLATION

I, Walter T. SCHONFELD, ETO No. 34433, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document No. NI - 11611

WALTER T. SCHONFELD
Civilian, ETO 34433

Case 6
ref. Dist. 4.

Ca. 849

TRANSLATION OF EXCERPTS FROM DOCUMENT G. NI-11 780
OFFICE OF CHIEF OF COUNSEL FOR THE CRIMES

Cover page

(VS) Fritz Thyssen

R/M. T 10,000 secret /39
11,581 " "
750 " 1/4
934 " "

Vol. XII, 20.

(page 1 of original)

Memorandum of Fritz Thyssen, Member of the Reichstag.

- 1.) On 31 August 1939 at 2100 hrs I sent the following express telegram from Badgastein to Field Marshal Hermann Goering, Berlin :
"Gauling Essen demands that I hold myself in readiness for a flight to Berlin stop I cannot comply with this demand due to poor health stop
In my opinion some sort of armistice should be arranged in order to gain time for negotiations. I am opposed to the war. A war would also place Germany in a position of dependence on Russia in the sphere of raw materials and Germany would thus lose her position as a world power."
- 2.) On 1 September 1939 during the Reichstag session Herr Hitler stated : " Anybody who is not with me is a traitor and will be treated as such."
- 3.) I consider this statement not only a threat but also an encroachment upon the rights embodied in the constitution which are due to me as member of the Reichstag.
- 4.) I am not only entitled but rather it is my duty to state my opinion, especially when I am convinced that Germany is being led towards disaster. Herr Hitler is not entitled to threaten me when I state my opinion.
- 5.) I am, as always, opposed to the war. Once war has broken out Germany ought to try to finish it quickly since, the longer the war, the worse will be the armistice conditions imposed on Germany.

(page 1 of original cont'd)

6.) It was not Poland which violated the pact with Germany, that pact which Herr Hitler himself repeatedly termed a guaranty for peace. For the rest I refer you to Hitler's speech on 26 September 1938.

7.) In order to obtain peace it will be necessary for Germany to return to conditions which are in keeping with the constitution in every way. Herr Hitler himself had sworn to respect the constitution. Failure to respect the constitution finally results in anarchy. The oath of loyalty of the individual is only valid if the leaders respect their own oaths as well.

8.) About 100 delegates were absent from the Reichstag session of the first of September. The seats of the missing delegates were occupied by functionaries of the party. I consider this a travesty of the principles of the constitution against which I protest.

9.) I demand that the German public be told that I, as member of the Reichstag, voted against the war. If other members have also done so, their votes should be made public as well.

10.) On 31 August, shortly before dispatch of the above-mentioned telegram to Field Marshal Goering, I received a telegram to the effect that a certain Herr v. Remiz had suddenly died at Dachau. Herr v. Remiz is the son-in-law of my sister, Baroness Berg, in Munich. Herr v. Remiz was interned immediately after the Austrian Anschluss, allegedly because he had been active as a supporter of the Austrian Government prior to the Anschluss. Immediately after his arrest I approached Gauleiter Guerkel in Vienna but was not even thought worthy of a reply. This is typical of conditions in Germany. I demand to be told whether Herr v. Remiz died of natural causes or whether his cause of death was quite otherwise. If the latter is the case I shall, if necessary, take further steps.

Only 3 copies of this memorandum were made, all of which were certified as true copies. No further copies exist. At present, these copies are still in my possession and have been placed in a safe deposit.

Fritz Thyssen

Signature : Fritz Thyssen

Zurich, 20 September 1939

TRANSLATION OF EXCERPTS FROM DOCUMENT No. NI-11 780
CONTINUED

CERTIFICATE OF TRANSLATION

21 October 1947

I, Arthur MACNAMARA, ETO No. 20 191, hereby certify that I am a duly appointed translator for the German and English languages and that the above is a true and correct translation of an excerpt from the document No. NI-11 760.

.....
Arthur MACNAMARA
ETO No. 20 191

Case 6
Special Investigation
28

Arch. 4 1571

TRANSLATION OF EXCERPTS FROM
DOCUMENT No. NI - 11108
OFFICE OF CHIEF OF COUNSEL
FOR WAR CRIMES - - - - -

Reich Office for Economic Development
Main Sub-Office A 8/9

Berlin 14 April 1939
Dr. Eck/P1

File Memo
- - - - -

on a discussion on 4 April 1939
- - - - -

| | | | |
|-------------|-----------------------|---|--|
| Present: | Director Dr. ter Meer | } | IG Farbenindustrie |
| | Dr. Struss | | |
| | Dr. Ambros | | |
| | Dr. Konrad | | |
| | Dr. Eckell | } | Reich Office for Economic Development |
| | Dr. Wirth | | |
| part of the | Dr. Stephan | | |
| time | Dr. Richert | | |
| | Ing. Ebeling | | |

Re: Expansion of Buna production.

Dr. ter Meer and Dr. Ambros first reported about the situation with regard to the IG's considerations about further expansion of the Buna plants Schkopau and Huels to a total of
100,000 tons of Buna.

1. S_c_h_k_o_p_a_u.

With regard to the further expansion of the Schkopau plant it was explained that the IG's original suggestion had been to carry the expansion out in accordance with the Reppe process. In view of the fact that at the present time the Reppe process can only be judged on a relatively small scale and that intermediate steps have to be tried out first, it seems to IG that at the moment the risk

(page 2 of original)

is too great to adhere to this suggestion, with regard to which it is assumed that the IG must keep to the deadlines for the expansion which have been set it. Since no change can be made in these deadlines for political reasons, as the Reich office emphasized once again, which view is also shared by Dr. ter Meer, the gentlemen of the IG consider that their suggestion of carrying out a further expansion on the basis of the 4-step plan is the only one which can be advocated from a technical point of view at this time. In addition to this the manpower requirements for engineers, chemists, mechanics etc., for carrying out a new process, quite apart from the purely technical questions in a new

process which has not yet been quite perfected, lead the IG to consider that this suggested solution is the better one from these points of view too.

The 4-step method requires a great consumption of power, and since power reserves cannot be drawn upon the decisions must be made to-day as to which method is to be chosen for further expansion, if we are to comply with the schedules which have been planned.

The question was raised by the Reich Office as to what economic effects on price levels will result if the expansion is continued in accordance with the 4-step process, since formerly IG had expressed the opinion that the Reppe process would lead to lower cost prices. The gentlemen of the IG explained that in accordance with its calculations up to now the cost price of Buna in Schkopau would be practically the same no matter whether 35 000 t of the scheduled total of 60 000 t Buna are to be produced according to the present 4-step process and the other 25 000 t according to the Reppe process, or whether Schkopau is to be uniformly extended according to the 4-step process. The gentlemen estimated that the decrease in cost to be expected if the expansion were carried out uniformly according to the 4-step process, that is from 40 000 t to 60 000 t, would be 10 Pfg. per kg of Buna. If the same decrease in cost is to result if the expansion is continued according to Reppe, the difference in cost price between the

(page 3 of original)

4-step process and the Reppe-process would have to amount to 24 Pfg. per kg, which according to Dr. Ambros is the maximum difference which could be achieved according to the Reppe-process. While however 94%-95% exploitation has already been laid down as a basis for these calculations for the Reppe process, the 4-step process, by means of which 76%-78% exploitation has only now been achieved, particularly in the last step, offers a possibility of balancing the differences which are still existing quite considerably. The unnecessarily great capacity in Schkopau is particularly of advantage to the suggested plan for expansion and it would also be necessary, if one plant is to be operated according to both the Reppe and the 4-step process, to keep both types of machinery spare parts in stock, which would of course cause a certain increase in production costs.

The decisive point for approval of this plan is however the question of making power available.

(page 4 of original)

In the final discussion which took place in Dr. Krauch's office on 6 April he too agreed to the suggestion, after it

TRANSLATION OF EXCERPTS FROM
DOCUMENT No. NI - 11106
CONT'D

had in the meantime been determined that from the middle of 1941 on there is a possibility of obtaining approx. 25 000 - 30 000 kw from the Reichselektrowerke, from the power plant Elbe.

For the time being the present plant as per contract which has been constructed for 30 000 t of Buna is to remain unchanged because of further changes in the contract, and an implementation about the further 30 000 t is to be concluded in such a way that the question of fixing prices will be settled together with the IG, possibly in accordance with the set-up of the Huels contract, when the full production has been reached about the middle of 1941.

Finally Dr. ter Meer discussed the question of a quantity guarantee. He believes, however, that if an assurance regarding the production of the third plant is given, similarly as for Huels, IG would not insist on a direct sales guarantee.

(page 5 of original)

In this way the final settlement of prices would be left undecided until the summer of 1941 and then an agreement would be made between all the parties concerned about the accounting.

II. H u e l s

With regard to the Huels plant, the IG agrees to the Reich Office's proposal of carrying out the expansion to a total of 40 000 tons. In this respect Dr. ter Meer and Dr. Ambros also suggest that in view of the risks which are at present greater because the Reppe process is not technically perfect yet, we should continue to expand according to the 4-step process.

(page 7 of original)

III. L e v u l k a n

Then the problem of L e v u l k a n was discussed in detail with the gentlemen. The remarks of the industries using rubber which have come in so far show the technical advantages of Levulkan in various respects, which make increased expansion necessary in the interests of the entire incorporation (Einschleusung) of Buna.

Then followed a very detailed discussion about the possibilities and necessity of using Levulkan for various types of consumption. On the basis of the inquiries made by the Reich Office the following provisional program can today be drafted:

Levulkan Requirements

| Date for incorporation | Technical rubber articles | cables | tires | total |
|---------------------------|------------------------------|--------|--------------|----------------------------|
| 1 July 1939 | 40 * <u>35</u> ** | 136 | - - - | 206 <u>35</u> |
| 1 Oct 1939 | 85 <u>80</u> | 100 | <u>100</u> - | <u>140</u> 185 <u>320</u> |
| 1 (?) 1940 | 85 <u>160</u> | 100 | <u>140</u> - | <u>185</u> 185 <u>485</u> |
| 1 May 1940 | 85 <u>220</u> | 100 | <u>220</u> - | <u>210</u> 185 <u>650</u> |
| 1 July 1940 | 85 <u>366</u> | 100 | <u>400</u> - | <u>250</u> 185 <u>1018</u> |

Amounts are given in tons.

*) figures not underlined - - desired.

**) underlined figures - - required.

In view of this situation Dr. ter Meer promised that the first expansion step in Huels would in principle be constructed as Levulkan manufacture, and the necessary preparations for styrol and ethylene are to be made; Dr. Konrad, who instead of an estimated 25% proposes only approx. 20% Levulkan, also agreed.

(page 8 of original)

For the time up to 1 July 1940 the IG will bridge the gap in Leverkusen and/or Schkopau with regard to the necessary, and if possible also to the desired, amounts of Levulkan as drafted above, so that after the IG has assured us that the necessary measures for Levulkan supplies are taken, there are no obstacles to the incorporation of the 5 000 tons of Buna per month in the tire and technical branches as well as with regard to the cable industry, in the middle of 1940. It is planned to discuss all questions concerned with this again in detail together with the rubber industry and the IG early in May of this year.

Then special questions were discussed with the gentlemen of the IG. There are still some difficulties in the processing of Buna. The lack of adhesiveness of Buna in seam joinings particularly is causing extraordinary difficulties. Dr. Konrad said that the aim should be that the Levulkan type should be a Buna with the following qualities: It should

- 1) be less elastic when raw compared to Buna S, therefore more plastic and adhesive
- 2) be better compared to Buna S with regard to mechanical decomposition effects.
- 3) show less soot effect in future than Buna S and therefore make possible a more tolerable level with regard to physical numbers, even when not filled.

TRANSLATION OF EXCERPTS FROM
DOCUMENT No. NI - 11106
----- CONT'D -----

These qualities would provide further possibilities for application for the new type of Buna and would bridge the difficulties now registered by a part of the rubber industry.

(signature) Eckell

CERTIFICATE OF TRANSLATION

I, DOROTHEA L. GALEWSKI ETO No. 34079, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Excerpts from Document No. NI - 11106.

DOROTHEA L. GALEWSKI
Civilian ETO No. 34079

Case 6
up Exhibit
4

Er 1572

COPY OF EXTRACT OF ORIGINAL MI - 11105 (PAGE 6)
CHIEF OF CHIEF OF COLLEGE FOR WAR CRIMES

I Dr. B/Lu

Berlin, 8 May 1942

The position in the sphere of chemical warfare agents

Position as of 15 May 1942

| | |
|---|--------------------|
| Reserves of chemical warfare agents in shells approximately | 30,000 tons |
| not in shells | 10,000 tons |
| | <u>40,000 tons</u> |

10 % Weiserling (lacrimator)
53 % Gruening (lung irritant) including 35 % O-Ester
5 % Gelbwing (vesicant)
30 % Blauring (asphyxiator)

Production very low at present since storage goal almost achieved.
Shortage of ethylene oxide (due to glycol requirement for anti-freeze)
prevents production of oxol mustard gas in any quantity.
Production of chemical warfare agents is to be increased in 1942. Direct
mustard gas and product G are of great interest. New development:
Expansion at Dyhernfurth

The following production will be possible in 1942 independent of
ethylene oxide:

| | |
|----------------------------------|-----------------------------|
| Amels, D-ester | 450 tons per month |
| Gendorf, D-ester | 450 " " " |
| DI Product G (handwritten notes) | 1000 " " " |
| Staeffert, arsine oil | 180 " " " |
| Bahnacker, arsine oil | 400 " " " |
| Ludwigsdorf, Oxy-salt | 90 " " " |
| Seelze, Oxy-salt | 120 " " " |
| Bahnacker, Oxy-salt | 500 " " " |
| Grünau, asin | 300 " " " |
| Amendorf, UP (handwritten notes) | 80 " " " |
| (Total) | <u>6,990 tons per month</u> |

The following output-capacities cannot be utilized due to the shortage
of ethylene oxide:

| | |
|------------------------------|--------------------|
| Amendorf, O-Ester | 750 tons per month |
| Amels, O-Ester | 500 " " " |
| Gendorf, O-Ester | 800 " " " |
| (illegible handwritten note) | |

It was always intended to run this plant for purposes of storage only.

COPY OF EXTRACT OF ORIGINAL XI - 11105 (PAGE 6)
CONTINUED

Current requirements for war are only to be met by direct mustard gas production from raw materials (ethylene oxide and chlorine).

Distribution:

| | | |
|-------------|--------------|-------------|
| First copy: | Prof. KRAUCH | |
| Second " 1 | Dr. RITTER | (illegible |
| Third " 1 | Dr. A-L | handwritten |
| Fourth " 1 | Dr. RAU | note) |

CERTIFICATE OF TRANSLATION

30 November 1947

I, Arthur C. MALABARA, # 20 191, hereby certify that I am a duly appointed translator for the German and English languages and that the above is a true and correct translation of extract of original XI - 11105 (page 5).

Arthur C. Malabara

END

CASE 6, TRIENAL VI

Doc. No. VI - 12012 (Prosecution Exhibit 1273)
not distributed in English.

Description: Audio report 1952 - 1953 of Dymally
A.S.

CASE 6 - TRIBUNAL VI

Document No. EL-386. Pres. Exhibit No. 1600

- is not available -

DESCRIPTION: 36 typewritten pages Interrogation of Oswald Pohl
on 31 July 46 morning by Mr. Alfred H. Booth.

Case 6

Ex. 1835

CASE 6, TRIAL VI

Doc. No. EL-8888 & (Presentation Exhibit 1835)
is not available.

Description: Transcripts of L.S. Forum.

Case 6
up District
4.

Ex 1836, 1837, 1838
Expts. of Rec. No. 4590 a, b, c.

TRANSLATION OF DOCUMENT NO. WL-0540
OFFICE OF CHIEF OF COURTS FOR THE
CUBAN

Listing of I.O. Parthen's Foreign Participations and Sales Agencies as set forth in the Books and Records of I.O. Parthen located at Frankfurt/Main, namely, Document Nos. WL-0540-A, WL-0540-B and WL-0540-C, arranged geographically for the convenience of the Court.

Explanation of Symbols

- * Participations under 1%
- ** Participations under 5%
- *** Sales Agencies

AFRICA

ALGERIA

- *** Dr. Demetrio Lomardi, Adria Abba

ALGERIA

- *** Marchal & Leboy, Algier
- *** Emont Giral & Cie., Paris, Depot Algier; Apotheker D. Fote, Algier

CANARY ISLANDS

- *** La Quinica Comercial y Farmaceutica S.A., Las Palmas and Santa Cruz de Tenerife
- *** Pedro Lince, Las Palmas
- *** Walter Sauerbaum, Las Palmas
- *** H.K. Schmidt Guay. O.H.E. Machler, Las Palmas
- *** Euse Einsel, Santa Cruz de Tenerife

FERNANDO POO

- *** Alfonso Casajuno, Santa Isabel

CAMEROONS

- *** Deutscher Handels-Aktiengesellschaft, Duala, Jamba, Idou
- *** Westafrikanische Handels-Gesellschaft "Victoria", Victoria

EGYPT

- "Egyt" Pharma Langener & Co., Cairo, Alexandria
- Herold-Lin-ler, Cairo

- *** H. Lecher & Sadr el-Din, Cairo, Alexandria
- *** Philipp Mittelstaedt, Cairo
- *** Sabat Sabat & Co., Cairo, Alexandria
- *** Societe de Matieres Colorantes Allemandes, Maibel & Co., Cairo, Alexandria

SYRIA

- *** Car. Vittoria Minneci, Amman

GOLD COAST

- *** N.V. Handelsmaatschappij v/h J.F. Sick & Co., Accra, Kumasi
- *** Voormann & Co., Accra

IVORY COAST

- *** Le Commerce Africain, Abidjan

KENYA AND UGANDA

- *** Messing & Co., (E.A.), Nairobi, Mombasa, Kampala

LIBERIA

- *** A. Voormann, Monrovia

MAURITIA

- *** Gesche & Schnitzler Ltda., Freetown

PORTUGAL

- *** Maurice LeYasu, Casablanca

SPANISH MARRCO

- *** Fernando Arriaga Arnel, Melilla
- *** Otto Ulrich, com. de Alfred Giese, Ceuta, Larache Tetuan

MOZAMBIQUE

- *** Richard Garlipp & Sane Limitada, Beira
- *** Philippi & Co., Ltda., Mozambique, Beira
- *** Georg Schroeder & Leidner, Lourenco Marques

YUGOSLAVIA

- *** N.V. Handelsmaatschappij v/h J.F. Sick & Co., Lagos

SIERRA LEONE

*** J. Abbot, Siatyro

PORTO GAITHER

*** Fald Af-ikanssch Handelsbule, Dissen

RUSSIA

*** Leger Pharma (Pty), Dulwago

*** Tauber & Gersen (Rhodesia) Ltd., Salisbury, Bulawgo

SIERRA LEONE

*** Delage Handels Akt.-Ges. Freetown

*** Voormann & Co., Freetown

SPANISH GUIANA

*** Voormann & Co., Hickey Department, Lata, Kago, Lanta

TANZANIA

*** Uapora Co., Ltd., Dar-es-Salaam, Tanga

TUNISIA

*** Edouard Sigal & Cie., Paris, Depot Tunisien Etablissements Paul Luciani,
Tunis

UNION OF SOUTH AFRICA

*** "Lager" Pharma (Pty) Ltd., Johannesburg, Cape Town, Durban, Port Elizabeth

*** Ernst von Mallinckrodt (Pty) Ltd., Windhoek

*** Ocella South Africa Ltd., Johannesburg

*** Tauber & Gersen (Pty), Ltd., Johannesburg, Cape Town, East London,
Port Elizabeth, Vanderlitsbucht, Windhoek, Durban

AMERICALATIN AMERICAARGENTINA

- Agfa Argentina Dr. Kurt Oppenheim & Cia., Buenos Aires
 Anilinas Alemanas S.A., Buenos Aires, Catamarca, Cordoba, Mendoza,
 Rosario, Salta, San Luis, Santiago del Estero, Tucuman (3 agents
 in Tucuman)
 (listing crossed out in Barben records with the following
 notation: "S-11 (sale by straw man; 100% via Spebu)")
 "Yarns" Platense S. de R.L., Buenos Aires
 Coca Compania Industrial y Comercial S.A., Buenos Aires
 *** "Industrias" Sociedad Anonima Mercantil de Industrias Unidas, Buenos
 Aires
 Instituto Dehring de Serapientia Experimental Ltda., Buenos Aires
 Laboratorios Smalley S.A., Buenos Aires
 *** La Plata Oculif, S.R.L., Buenos Aires
 La Quimica "Dayer", S.A., Buenos Aires, La Plata, Parana, Mendoza,
 Cordoba, Bahia Blanca, Tucuman
 *** La Quimica "Dayer" S.A., Rosario
 *** Dela Muchlich, Buenos Aires

BOLIVIA

- *** Compania de Representaciones y Comercio en General Hero S.A. La Paz
 *** Gustavo Schumann y Co., La Paz

BRAZIL

- *** A Quimica "Dayer" Ltda., Victoria (state of Espirito Santo)
 *** A Quimica "Dayer" Ltda., Sao Luis do Maranhao (states of Maranhao
 and Piahy)
 A Quimica "Dayer", Waskott & Cia., Rio de Janeiro, Bahia, Belém-Pará,
 Bello Horizonte, Blumenau, Campos, Curitiba, Fortaleza, Juiz de
 Fora, Macao, Manaus, Paratyba, Pelotas, Porto Alegre, Recife,
 Sao Paulo
 *** Alliance Commercial de Anilinas Ltda., Bahia (Sao Salvador), Aracaju
 *** Alliance Commercial de Anilinas Ltda., Porto Alegre (state of Rio
 Gran's do Sul), Boa Vista do Brechin, Novo Hamburgo, Pelotas,
 Santa Cruz
 *** Alliance Commercial de Anilinas Ltda., Recife (states of Pernambuco and
 Parahyba)
 Alliance Commercial de Anilinas Ltda., Rio de Janeiro, Belém Pará,
 Bello Horizonte, Blumenau, Curitiba, Fortaleza, Juiz de Fora,
 Itabirito, Macao (2 agencies), Manaus, Mossoro, Natal, Victoria
 (listing crossed out in Barben records with the following
 notation: "S-14 (sale by straw man; 100% via Spebu)")
 *** Alliance Commercial de Anilinas, Ltda., Sao Paulo
 *** Adm A. Buchwalter & Cia., Curitiba
 Cia. Electro-Quimica Fluminense, Rio de Janeiro
 *** Companhia Anilinas e Productos Quimicos do Brasil, Rio de Janeiro,
 Bahia, Belém-Pará, Bello Horizonte, Curitiba, Fortaleza, Porto
 Alegre, Recife, Santos, Sao Paulo, Sta. Catharina, Juiz de Fora

TRANSLATION OF DOCUMENT NO. 11,5013
Cont'd.

Companhia de Produtos Quimicos Industriais, M. Homers,
S.A., Rio de Janeiro

- *** Ernesto Pflueger, Quimicos
Farmaco, Ltda., Rio de Janeiro
- Instituto Behring de Terapeutica Experimental, Ltda.,
Rio de Janeiro
- *** Jorge Coelho de Saes, Farnabya
Orelat Brasil Ltda., Sao Paulo
- Quimicos Brasil, S.A., Rio de Janeiro
- Sociedade Sora Ltda., Rio de Janeiro

CHILE

Compania Soco Ltda., Santiago
Compania General de Anilinas y Productos Quimicos Soc.
Ltda., Santiago

- Hegemann & Cia., S.D.R.L. Ltda., Santiago
(listing crossed out in Farben records)
- Laboratorios Hegemann & Cia., Ltda., Santiago
- La Quimica "Bayer", Wesscott y Cia., Santiago
- *** Warden Wesscott, Pueta Arenas
- *** Max y Cia., Valparaiso
- *** Wesscott & Cia., Santiago
- *** Wesscott & Cia., Valparaiso

COLOMBIA

Anilinas Alentinas Cia., Ltda., Bogota, Barranquilla and
Call Industria Quimica Colombiana, S.A. (Inquico),
Medellin
"Instituto Behring de Terapeutica Experimental Cia.,
Ltda., Bogota
La Quimica "Bayer" Wesscott y Cia., Bogota, Barranquilla,
Call

COSTA RICA

- *** Alfonso Hirschfeld y Cia., San Jose
- *** Frederico Hunter, San Jose
- La Quimica "Bayer", S.A., San Jose
- *** Libreria Lehmann & Cia., San Jose

CUBA

- *** The Barrer Company Inc., Habana
- *** Caribbean Photo Co., Habana
- *** Machinery & Chemical Supply Co. Inc., Habana

CURACAO

(Dutch West Indies)
*** Walter Sachs, Willemstad

GUAYANA

- *** Bruckmann & Co., Guayaquil
- *** Juan R. Bruckmann, Guayaquil
- *** Bruckmann & Bruckmann, Guayaquil

GUATEMALA

- *** Fieder & Co., Guatemala C.A.
- *** Horn. Keltmeyer & Co., Guatemala C.A.

GUYANA

- *** Banker Bros. McConnell & Co. Ltd., Georgetown (British Guyana)
- *** C. Kerston & Co., Paramaribo (Dutch Guyana)

HAITI

- *** V. Duch, Port-au-Prince
- *** Ernst Lueders, Port-au-Prince

HONDURAS

- *** G. Ayuso & Son, Ltd., Honduras, Belize
- *** I.E. Doesch, San Salvador
- *** Juan Dobrow, Tegucigalpa, San Pedro Sula
- *** Verner Rischbieth & Co., Tegucigalpa, San Pedro Sula

JAMAICA

- *** Th. A. Defers, Kingston
- *** Jamaica Agencies, Ltd., Kingston
- *** Winthrop Chemical Company Inc., Kingston

MEXICO

- *** Agencia "Dayer", Guadalajara, Merida, Monterrey
- Osas Dayer S.A., Mexico
- Compania General de Anilinas S.A., Mexico, Guadalajara, (Jal.), Leon, Puebla
- Instituto Ichnix de Terapeutica Experimental S.d.R.L., Mexico
(listing crossed out in Farban records)
- La Union Quimica S.A., Mexico, Guadalajara, Leon, Puebla
(listing crossed out in Farban records)

NICARAGUA

- *** Agencia "Dayer", Managua
- *** I.E. Doesch, San Salvador
- *** Hans Leupachwager, Managua
- *** La Quimica "Dayer", S.A. Agencia en Nicaragua, Managua
- *** M. Paschendorf & Compania Limitada, Managua
- *** V. Schoeneke, Managua

PANAMA

- *** Augusto Deluk & Co., Panama
- *** John de Haseth, Inc., Panama

PARAGUAY

- *** Anilinas Alemanas, S.A., Branch of Buenos Aires
- *** Herbert Lebowitz, Asunción
- *** Sarsone Bros., S.A., Asunción
- *** Stant y Cia., S.A.C., Asunción

PERU

- Compañia General de Anilinas S.A., Lima
- *** Haimon W. Kessel y S., Lima
- *** Juan Titow y Co. S.A., Lima, Arequipa
- La Quinica "Eger" S.A., Lima
- *** Sauter y Lehman, Lima
- *** H. Strausberger & Cia., Iquitos

PURTO RICO

- *** Proprietary Anilinas, Inc., San Juan

EL SALVADOR

- *** H. Wilkes y Cia., San Salvador

SPAIN

- *** J. B. Harrison & Co., Ltd., Port-of-Spain
- *** E. Strong Ltd.

URUGUAY

- *** Anilinas Alemanas, S.A., Montevideo
- *** Drehner & Cia., Montevideo
- Compañia General de Drogas, Montevideo
- La Quinica "Eger" Weiskott y Cia., Montevideo

VENEZUELA

- *** O. Haimon W. & Co., Caracas
- *** La Quinica "Eger" Weiskott y Cia., Caracas

AMERICANORTH AMERICACANADA

Apco Inc. Ltd., Toronto

(listing crossed out in Farben records with the following notation: "Amalgamated with General Aniline Works Inc. into General Aniline and Film Corporation in 1939")

Chemicals, Ltd., Montreal

Consolidated Dyestuff Corporation Ltd., Toronto

Starling Products Ltd. (Canada)

The Lyster Co. Ltd., Windsor

*** The Hughes Owens Co. Ltd., Montreal

*** Winthrop Chemical Company Inc., Windsor

UNITED STATES

Advance Solvents & Chemical Corporation, New York, San Francisco, Chicago, Kansas City, Los Angeles, Jacksonville (Fla.).

Apfa Ansoo Corp., -inchamton, N.Y., Boston, New York City, Cincinnati

(listing crossed out in Farben records with the following notation: "Amalgamated with General Aniline Works Inc. into General Aniline and Film Corporation in 1939")

Apfa Bawfilm Corp., New York, Hollywood

(listing crossed out in Farben records with the following notation: "Amalgamated with General Aniline Works Inc. into General Aniline and Film Corporation in 1939")

Alba Pharmaceutical Co., New York

*** American Cyanamid & Chemical Corporation, New York

American I.G. Chem. Corp., New York

(listing crossed out in Farben records with the following notation: "General Aniline and Film Co.")

American Magnesium Corp., Wilmington, Delaware

(listing crossed out in Farben records with the following notation: "American Acrit Company Inc., Jacksonville, Fla.")

American Nitric Company, Inc., Jacksonville, Fla.

Antidolor Manufacturing Co. Inc., New York

** Atlas Powder Company, Delaware

Dayer Sarnes Co., New York

** Bristol Myer & Co., (Delaware)

California Pig Syrup Co., (California)

Chemycos, Inc., New York, N.Y.

Cleveland Chemical Associates Inc., Cleveland, Ohio

Cook Laboratories Inc., Chicago

*** Ives D. Dahl Inc., New York

** Eastman Kodak Co., Rochester

Electron Metals Corporation of America, New York

** European Gas & Electric Co., New York

General Aniline & Film Corporation, New York

General Aniline Works Inc., New York

*** General Drug Company, New York

General Dyestuff Corporation, New York, N.Y., Boston, Charlotte, Chicago, Philadelphia, Providence, San Francisco

- ** Hercules Powder Company, Delaware
- Rutz & Joslin (formerly Patent Research), New York
- Hydro Engineering & Chemical Co., New York
- Hydro-Patents Co., New York
- *** Interstate Chemical Co., New York
- Joint American Study Company Inc., Jason, New York
- * Life Saver Corp. (Delaware)
- Myosium Development Corp. (Alig), Wilmington, Delaware
- Moss & Co., New York
- Mountain Mill Paper Co., Massachusetts
- North American Industries Ltd., (Canada), New York
- Ossolid Corp., New York
- Ocophan Corp. of America, Stanford
- Pan-Chlor Incorp., New York
- (listing crossed out in Eastern records)
- Chas. H. Phillipe Chemical Co., New York
- Pleakon Co. Inc., Toledo, Ohio, New York
- (listing crossed out in Eastern records)
- *** Roehm & Haas Company Inc., Philadelphia
- Standard I.O. Company, New York
- ** Standard Oil Co. of New Jersey
- ** Sterling Products, Inc., Whodling
- (listing crossed out in Eastern records)
- Synthetic Nitrogen Products Corp., New York
- The Antidolor Manufacturing Co., Inc., New York, Chicago, San Francisco
- The Loyer Co. Inc., New York
- The Owl Drug Co., Nevada
- ** United Drug Inc., (Delaware)
- ** Vorex Incorporated, New York
- Vib Chemical Inc., (Delaware)
- Winthrop Chemical Co. Inc., Delaware, New York City
- Winthrop Chemical Co. Inc., New York, New York City, Atlanta (Ga),
Boston, Chicago, Cleveland, New Orleans, San Francisco, St. Louis

ASIA

ARABIA

- *** A. Sesse & Co., (Aden) Ltd., Pharm. Prod., "Lager", Aden

INDIA

- *** D. A. Mulla, Bangalore
*** Dayer Remedies Ltd., Bangalore
*** Chandrasekhar Ltd., Bangalore
*** Chas. E. Cowie & Co., Bangalore

Ceylon

- *** Dayer Remedies Limited, Colombo
*** Sansatic Trading Co., Ltd., Colombo
*** Sellar & Co., Colombo

CHINA

- Asfa China Co. (Otto & Co.), Shanghai
"Lager" Pharm. Co., Shanghai, Hankow
*** China Export-Import and Bank Co., Ltd., Tientsin, Canton, Hongkong
Deutsche Farben-Fabrikationsgesellschaft (Nittel & Co.), Shanghai,
Hankow, Shanghai, Tientsin, Tientsin,
Changhai, Nanking
Deutsche Stickstoff-Fabrikationsgesellschaft Krensch & Co., Shanghai
*** Johnson & Co., Shanghai, Canton, Hankow
Shanghai Chemical Co., Szechuan & Co., Shanghai
*** Siemens & Krupp, Shanghai, Shanghai
Tientsin Chemical Co., Szechuan & Co., Tientsin

CYPRUS

- *** Costas Christodoulou, Nicosia
*** Menapian Bros., Nicosia
*** P. M. Tserioti, Nicosia

FRANCE - INDONESIA

- *** Pharmacie Principale L. Solirens, Saigon

INDIA

- Asfa-Photo Company Ltd., Bombay, Calcutta, Delhi, Madras
"Lager" Remedies Limited, Bombay, Calcutta, Lahore, Madras, Bangalore
Chandrasekhar Ltd., Bombay, Adoni, Ahmedabad, Allepoy, Amritsar,
Bangalore, Belgaum, Calcutta, Coimbatore, Delhi, Indore, Karachi,
Madras, Madras, Mysore, Salem, Sholapur, Surat

- *** Heller & Co., Calcutta, Madras
- Indanthren Co., Ltd., Bombay
- *** Nachakishan Rajaram & Co., Bombay

IRAN

- *** Agha Houssein Ali Harati, Yezd
- *** Dorakoff, Meshed
- *** Martin Brothers, Teheran
- *** Richter & Schumanow, Teheran
- *** Ed. Schluster, Teheran, Isfahan
- *** F. Undutsch & Co., Shiraz
- *** G. Wolfinger, Tebriz

IRAQ (Mesopotamia)

- *** Fritz Postmann, Bagdad
- *** The Crescent Photo Stores, Bagdad

JAPAN

- Aifu Gomei Kaisha, Tokyo
- H. Akrens & Co., Nachikita, Tokyo
- Asahi Denbun Kanashi Kabushiki Kaisha, Osaka
- "Cayor" Takushin Gomei Kaisha, Kobe, Fukuoka, Nagoya, Sapporo,
- Taiheiku, Tokyo
- Cassella Gomei Kaisha, Kobe
- *** Delacour, Piper & Co., Kobe
- Daiten Senryo Gomei Kaisha, Kobe, Tokyo
- Higpon Tokushu Seiso K.K., Tokyo
- Onalid Gomei Kaisha, Kobe
- Titan-Kogyo Kabushiki Kaisha, Tokyo

KOREA

- *** Carl Volter & Co., Gomei Kaisha, Chemsipo-Korea

MANCHURIA

- *** China Export-Import- und Bank Co. A.G., Harbin-Pristan, Dairun

PALESTINE

- *** Paul Aberle, Jaffa
- *** Green Brothers (J. Green & Co., Palestine) Ltd., Haifa, Tel-Aviv
- *** Heyenlocher & Finen, Jaffa

RHODES

- *** A. Jermann & Fils, Rhodes
- *** Costa M. Costaridi, Rhodes

SIAM (Thailand)

- *** Arnold Otto Meyer, Bangkok
- *** "Lager" Distributors, Maitel & Co., Bangkok
- *** D. Grim & Co., Phnom Penh, "Lager", Bangkok
- *** Hamburg Siam Co., Bangkok
- *** Windsor & Co., Bangkok

SYRIA

- *** Ducker & Cie, Beyrouth, Damascus
- *** Cheik Jamil El-Khasen, Beyrouth
- *** Marius Sed, Aleppo
- *** Joseph A. Moussallit, Aleppo
- *** Yordan Otci, Damascus, Aleppo

TURKEY

- *** Cecil Akman, Gazi-Anat
- *** Carl Diller, Istanbul-Cebek
- *** Droguerie Max Uns ve Sariki, Izmir
- *** Feyzi Dural formerly Basih Sade Freres, Adana
- *** Hilmi Naili Dario, Istanbul
- *** Hochstrasser & Cie., Trabzon, Giresun, Samsun
- *** Tuerkcuil, Rana Moenine ve Sai., Istanbul-Galata
- *** Tuerk Galid Fabricat, Istanbul
- *** Vidmann & Co., Istanbul, Izmir

A U S T R A L I AA U S T R A L I A

- *** Abel, James & Co. Pty. Ltd., Brisbane
- *** "Amoy" Pharms Pty., Ltd., Sydney
- *** Norman B. Catt, Adelaide
- *** Dykes Trading Co. Pty., Ltd., Melbourne, Sydney
- *** Herald Hold & Co., Sydney
- *** Swift & Company Pty., Ltd., Sydney
- *** Watson Bros., Perth

N E W G U I N E A

- *** Wm. Dreckwold & Co., Rabaul, New Apia, Papeete

N E W Z E A L A N D

- *** Dyes & Chemicals, Ltd., Wellington
- *** W. H. Grove & Sons Ltd., Auckland

EUROPE

ALBANIA

*** "Kasin" Depot de produits pharmaceutiques et vétérinaires, Tirana
*** Dir. Int. Asim Abdurehman, Tirana

AUSTRIA

Apfa-Photo G.m.b.H., Vienna
Alpenländische Berghaus-Ges.m.b.H., Zillertaler Memmetwerke,
Mayrhofen
Alpenminen-Aktiengesellschaft, Salzburg
(listing crossed out in Farben records)
Anilinchemie A.G., i.L., Vienna
(listing crossed out in Farben records with the following
notation: "Merged into Donau Chemie A.G. General meeting of
10.12.1941)
Apothekensum Beilagen Geist, Vienna
(listing crossed out in Farben records with the following
notation: "Amalgamated with General Aniline Works Inc. into
General Aniline & Film Corporation in 1938")
Cartiswerk Deutsch-Metrol A.G., Vienna
(listing crossed out in Farben records with the following
notation: "Merged into Donau Chemie A.G. General meeting of
10.12.1941)
Chemikalien-Verkaufsgesellschaft Donau G.m.b.H., Vienna
Chemische Fabrik Ambreit Dr. Kurt Klostermann & Co., Vienna
(listing crossed out in Farben records)
Chemische Fabrik Wilhelm Neuber A.G., Vienna
Chemischen Gefolgeschaffshilfe, G.m.b.H., Vienna
Chemischen-Union A.G., Vienna
Deutsche Gasolin Aktiengesellschaft, Verkaufsniederlassung, Wien
G.m.b.H., Vienna
Donau Chemie A.G., Vienna
Donau-Gel G.m.b.H., Vienna
A.G. Dynacit Nobel, Vienna
Elektrizitätswerke der Oesterr. Chem. Werke G.m.b.H., Vienna
(listing crossed out in Farben records with the following
notation: "Amalgamated with Oesterreichische Chemische Werke
G.m.b.H., Vienna")
Elektrochemie Ostereuropäische Handels-gesellschaft m.b.H., i.L.,
Vienna
(listing crossed out in Farben records)
Euseffelder Metallwerke A.G., Euseffeld
(listing crossed out in Farben records with the following
notation: "Transferred to Gebr. Roehler & Co. A.G., Vienna,
in 1938")
Fabrik Chemisch-Technischer Produkte Selter & Co., Vienna
Fabrik Chem. u. Pharm. Präparate, Dr. Franz Stohr G.m.b.H., Vienna
(listing crossed out in Farben records)
• Ferroallicium-Gesellschaft m.b.H., Vienna
Frans Wilhelm & Co., A.G., Vienna
(listing crossed out in Farben records with the following
notation: "Taken over by Chemischen A.G., Vienna")

Gustav Genschow & Co. G.m.b.H., Vienna
 Indanthrenhaus Wien G.m.b.H., Vienna
 Kalkstickstoff-Fabrik G.m.b.H., Vienna
 (listing crossed out in Farben records with the following
 notation: "Merged into Doman Chemie A.G. General meeting
 of 19.12.1941")
 Kalle & Co., Vienna
 Kumpferwerk-Aktiengesellschaft Badlantheim
 K. u. K. Gesellschaft m.B.H., i.L., Vienna
 Langenloos-Gesellschaft Badstel G.m.b.H., Stainach
 * Niederösterreichische Erdöl G.m.b.H., Friesendorf
 Österreichische Chemische Werke G.m.b.H., Vienna
 Österreichische Dynamit Nobel A.G., Vienna
 (listing crossed out in Farben records)
 Österreichische Holz Werke G.m.b.H., Vienna
 Österreichische Kunstschnecken-, Schwefel- und chemische Fabrik
 A.G., Vienna
 (listing crossed out in Farben records with the following
 notation: "Merged into Doman Chemie A.G. General meeting
 of 19.12.1941")
 Österreichische Magnesit A.G., Badlantheim
 Österreichische Pflanzenschutz-Gesellschaft m.B.H., Vienna
 (listing crossed out in Farben records with the following
 notation: "Merged into Doman Chemie A.G. General meeting
 of 19.12.1941")
 * Prohm & Carlsberg und Seifenfabrik A.G., Vienna
 (listing crossed out in Farben records)
 "Pyro" chem. Pflanzenschutz G.m.b.H., Vienna
 A. Schmitt G.m.b.H., Vienna
 ** Schrotterverband der Oesterr. Stahl- u. Eisenwerke G.m.b.H., Vienna
 Serotherapeutisches Institut Wien G.m.b.H., Vienna
 Stickstoffwerke Oetmark A.G., Linz
 TETRA G.m.b.H. zur Herstellung u. zum Vertrieb veterinär-
 therapentischer Präparate, Vienna
 Unterstaatsanwaltschaft der Wiener Edelmetallwerk Gesellschaft
 m.B.H. in Wien-Schwechat, Vienna
 * Vedapha G.m.b.H. i.L., Vienna
 Wiener Edelmetallwerk G.m.b.H., Vienna

BRUXELLES

Ayfa-Pharm S.A., Brussels
 Belco-Pharm Produits pharmaceutiques, Brussels
 *** Capiotiz Chimique et Industriel A. Darnet, Société de personnes à
 responsabilité limitée, Brussels
 *** Etablissements Emul Siam, Brussels
 * SNC Le Generale des Matieres Colorantes, Produits Chimiques et
 Pharmaceutiques Société Cooperative, Brussels, Verviers
 *** Papier Proost S.P.A.L., Brussels
 S.A. "SACIC", Brussels
 (listing crossed out in Farben records)
 Société Internationale d' Energie Hydro-Electrique Sydro, Brussels
 *** Spécialités pour Satinants S.A., Brussels

SOFIA

* "BAGRILO" (Farbstoff) A.G. Auer Handel mit Farbstoffen und chemischen
 Erzeugnissen, Sofia

Lager-Pharma A.G. fuer chemische und pharmazeutische Produkte, Sofia
 "Dehring" Institut fuer Sero-Bakteriologie und Biologie D.S.B.H.,
 Sofia

- Chemische Fabrik "Coloriska" A.G., Sofia
- *** Christo Gur. Bayov, Sofia, Maschinen
- "Chromy" Deutsch-Bulgarische Chromerzbergbau A.G., Sofia
- *** Hans Golowitsch, Sofia
- "Sole" Bulgarische Aktiengesellschaft fuer den Anbau u. Export von
 Solensten, Sofia
- Vertriebsgesellschaft Deutscher Anilinfabriken Weibel & Co., Sofia

CITY OF DANELO

- Chemische Fabrik Milch A.G., Danzig
- Chemische Industrie A.G., Danzig
- *** Johannes Wargumdt Nachf.
- *** Otto Kuchler G.m.b.H.
- *** G. Pohl, Chemische Pharmazeutische Fabrik
- *** H.W. Jeco Munitionsges. m.b.H.
- *** Walther Ehlers
- *** Richard Weyand & Co.

CZECHOSLOVAKIA

- Aestet Emestische Vertriebs G.m.b.H., Prag
- Apfa-Foto G.m.b.H., Bratislava
- Aktiengesellschaft Dynamit Nobel, Bratislava
- Aktiengesellschaft zur Verwertung von Industriemüll, Bratislava
- Apollo Mineraloelraffinerie A.G., Bratislava
- Apollo-Maghta-Bandels A.G., Prag
- Aussig Erzeugungswerk G.m.b.H. & Co. I.O., Aussig
- Bentlin'sche Chemische Fabriken A.G., Pilsen
- Lager Pharma Martineck & Co., Bratislava
- "Citum" Leuchten und Chemische Industrie A.G., Aussig
- Chemische Industrie A.G., Bratislava
- Chronos-Balico A.G., Prag
- (Listings crossed out in Farben reports)
- Chem. Werke Aussig-Pilsen G.m.b.H., Aussig
- "DEUSCH" Gesellschaft fuer Schnellinspektierung G.m.b.H., Prag
- Dumova-Keramik-Chemische Werke G.m.b.H., Prag
- "DEMA" Slowakische Gesellschaft fuer Handel mit Kunststoffe und
 Chemikalien G.m.b.H., Bratislava
- Gefolgschaftshilfe der Chemischen Werke und Teerfarbenwerke Aussig
 G.m.b.H., Aussig
- Gesellschaft der Aestet-Gemortzeuer Gesellschaft m.b.H., Prag
- Halico A.G., Prag
- Kaliwerke A.G., Prag-Kolin
- Keramik-Chemische Werke Aktiengesellschaft, Prostitz
- Kreditanstalt der Deutschen m.G.m.b.H., Reichenberg
- Metel-Dickford A.G., Bratislava
- "CHEM" Vereinigte Slowakische Cellulose A.G. i.L., Bratislava
- Ostrowskische Chemische Fabrik A.G. Kostony, Kostony
- Oxid-Gesellschaft Gade & Co., Aussig
- "Pharm Lager" Grobel & Co., Prag
- Sprenstoff- und Explosivmittel-Bandelsgesellschaft Dynamit, Bratislava
- Teerfarbenwerke Aussig G.m.b.H., Aussig
- "TEMA" Teerfarben- und Chemikalien-Bandels A.G., Prag, Dno
- Verein fuer chemische u. metallurgische Produktion, Prag
- "Visco" Chem. Werk G.m.b.H., Aussig

DENMARK

- *** Emil V. Abrahamson, Copenhagen
- *** A-fa-Foto A/S., Copenhagen
- *** A/S Anilinkompaniet, Copenhagen
- *** Fr. Brendes A/S., Copenhagen
- *** Dreyer's A.S., Copenhagen
- *** John Christensen & Sonner, Copenhagen
- *** Varco A.S., Various Propaganda Abtchealstak, Copenhagen
- *** Emil Warthoe & Sonner, Copenhagen

ESTONIA

- *** Agentur "Estenil", Karsell and Kaufsep, Tallinn
- *** Ouse Baron Dower Ja Co. A.S., Tallinn
- *** Eugen Sacharias, Agenturen, Tallinn

FINLAND

- *** Finnish Chemicals O.Y., Helsinki
- *** A.J. Hermann Lindell, Helsinki
- *** A.J. Mercantile, Helsinki
- *** O.Y. Kallin A/D, Helsinki, Tampere
- *** O.Y. Igafa Pernica A/D., Helsinki
- *** O.Y. Propaganda A/D., Helsinki
- *** Socren Berner & Co., Helsinki

FRANCE

- *** Abrahamson, Strasbourg
- *** "Cayer" Agro-Chemie S.A.B.L., Paris
- *** Emile Berthier, Troyes
- *** Louis Boyer, Gravelot
- *** Chimie de Verme Dornach S.A.B.L., Mulhouse-Dornach
- *** Comp. Nationale de Matieres Colorantes et Manufactures de Produits Chimiques du Nord Reunion Etal. Kallmann, Paris
- *** Paul Desfontaines, Nice
- *** Droguerie pharmaceutique de France, Paris
- *** (listing crossed out in French records)
- *** Djavakhoff, Paris
- *** E. Einbeck, Paris
- *** Emile Fontaine, Caen
- *** J. Gaurien, Marseille
- *** Henri Jassot, Quillen
- *** La Collophane, S.A., Besons
- *** Les fils de Maurice Ducloux, Paris
- *** Les successeurs de M.H. Gallant, Lyon
- *** Mm. Yve. Ch. Jourjon, Paris
- *** Nitrolac S.A., Paris
- *** Papeteries Louis Muller & Fils, Paris
- *** V. Paschal, Paris
- *** Pomes, Evreux
- *** Prodnite Cayer S.A.B.L., Paris
- *** Prosper Niemo, Angoulême
- *** Pierre Quine, Grasse
- *** Edmond Rigal & Cie., Paris, Strasbourg
- *** Société Anonyme de Matieres Colorantes et Produits Chimiques "Francolor", Paris

- Société Anonyme des Produits Chimiques et Matières Colorantes de Mulhouse, Mulhouse
 Soc. Div. Immo. de la Chambre de Commerce Internat., Paris
 ** Société des Produits Acides, Paris
 Société des Produits Peroxydés, Paris
 *** Société des Représentations Industrielles (excl. Henri Bisler & Co.), Paris
 Société Française Acfa-Photo S.A.S.L., Paris
 Société Française de Fixation, Paris
 Soc. G. Générale d'Applications Thérapeutiques "Thérapiex", Paris
 *** Société Industrielle des Cires & Dérivés, L. Missague, Clichy
 • Société Industrielle des Dérivés de l'Acétylène, Paris
 Société pour l'Importation de Matières Colorantes et de Produits Chimiques, SOPI, Paris, Lille, Lyon
 *** J. L. Teyssie, Mulhouse
 *** Louis Vernassal, Millon

GREAT BRITAIN AND IRELAND

- Acfa-Photo Ltd., London
 Argentographica (UK) Ltd., London
 Tayer Products Ltd., London, Manchester, Dublin
 British Dredge Silk Ltd., London
 British Carbon-Black-Union, Ltd., London
 British Industrial Solvents Ltd., London
 British Light Metal Co., Ltd., London
 Continental Photographic Importers Ltd., I.L., London
 ** Courteside Ltd., London
 *** Edenborough & Richardson, London
 Explosives Industries, Ltd., London
 J. & W. G. Gaw, Belfast
 *** Wm. Gw. Ltd., Dublin
 *** Glaxo Ltd., London
 Heston PMA Ltd., London
 *** F.A. Hayes & Co., Ltd., London
 *** I.G. Dyestuffs Ltd., Glasgow, Bradford, London
 • I.G. Dyestuffs Ltd., Manchester, Bradford, Glasgow, London Belfast
 International Nitrogen Association Ltd., London
 • International Sugar and Alcohol Co. Ltd., London
 Magnesium Electrode Ltd., London
 *** John McWade, Dublin
 Merlin Trust Ltd., London
 Opalite Co. Ltd., London
 *** Smith Brothers, Belfast
 J. M. Steel & Co. Ltd., London, Manchester
 The London Fixation Co. Ltd., London
 Trafford Chemical Co. Ltd., Manchester
 • Transparent Paper Ltd., London

GREECE

- Acfa-Photo A.G., Athens
 *** Rudolf Aurich, Karlovassal-Souros
 *** Ernst Blohm, Athens
 Farben- und Chemikalien-Bundels-Aktiengesellschaft "Athenil" A.G., Athens, Kalamata, Patras, Syra, Volo
 *** Jenny & Vack, Thessaloniki
 *** Richa G. Krueger, Corfu

"Phatina" Handels- und pharmazeutische Gesellschaft A.G., Athens,
Thessaloniki

- *** M. Stummer, Cardia
- *** Zacharias A. Prievalov, Athens

HUNGARY

- "A. Photo" Verkefu A.G. fuer photographische Artikel, Budapest
- "D. In" Sogor Institut A.G., Budapest
- *** "Dunail" Farben- und Chemikalienverkefu A.G., Budapest
- "Dunail" Farbenverkefu A.G., Budapest
- Chemische Fabrik des Graf Lajos Batthyany A.G., Budapest
- Ignari Robbananyag r.t., Budapest
- "Krypton" K.f.T., Budapest
- Magyar Pharma Gyogyszer R.T., Budapest
- *** "OZALID" (Fenynasolopapier K.f.T.), Budapest
- Soroksar Chemische Industrie A.G., Soroksar (notation: "Secret!")
- "Terrachemia" Chemische Fabrik A.G., Budapest
- Zyklon Gasipari es Kereskedelmi, R.T., Budapest

ICELAND

- *** A.J. Bertelsen & Co. h/f., Reykjavik
- *** H.F. Efnagerd Rykjavikar, Reykjavik
- *** Dr. Max Leil, Reykjavik

ITALY

- "A.R.C.A." Azienda Riunite, Coloranti e Affini S.A., Milan, Biella,
Naples, Frato, Turin
- Aifa-Foto S.A. Prodotti Fotografici, Milan, Genova, Rome, Turin
- Aziende Colori Nazionali Affini A.C.N.A. S.A., Milan
- *** "Co-Ita" Compagnie Farmaceutica S.A., Milan and Naples
- *** Dino Collevati, Bologna, Rome
- *** Domenico Postiglione, Milan
- *** Dott. Gino Menni, Turin
- *** Dott. Guido Briccarello, Turin
- Fabbrica Automobile Isotta-Fraschini, Milan
(listing crossed out in Farben records)
- *** Gennaro Gori, Schio
- *** Umberto Gruppo, Verona
- *** Dr. Roberto Maino, Rome
- *** Dr. Gino Umso, Venice
- S.A. Desiderio, Milan
- S.A. Immobiliare "La Dominica", Milan
- S.A. Immobiliare "La Galvani", Milan
- S.A. Magnesio Italiano Salsis, Turin
- "Sigrosolfi", (Societa per Incremento Produzione Solfi), Rome
- *** Soc. An. Azienda Vendita Prodotti Chimici, Milan
- Soc. Italiana Carboni Attivi "S.I.C.A.", Milan
- Societa Chimica Lombarda A.R. Bianchi & Co., Rho
- Societa Immobiliare di Biella An., Milan
- Societa Italiana del Litopone, Milan
- *** G. Enrico Tomasco, Genova
- ** Unione Produttori e Consumatori Materie Coloranti, Milan

LATVIA

- Agenturhaus "Latavil" Augusts Fellning & Co., Riga
 (listing crossed out in Farben records)
 "Baltpharma" Purus & Folke, Riga
 *** Alberts Grabens, Riga
 I.G. Kantor Riga O.m.b.H., Riga
 *** K. F. Marland, Riga
 Farbwerke-Verwertung-O.m.b.H., Riga
 *** D. Molins & Strochs, Riga
 *** Ernst Stieda, Riga

LIECHTENSTEIN

International Hydrogenation Patents Co. Ltd., Vaduz

LITHUANIA

- *** Jorgen Buch, Kaunas
 *** W. Palgenbauer vorm. Emil C. Kretzmaris, Kaunas
 *** Otto Wittkopp, Kaunas

LUXEMBOURG

- *** M.P. Eichner, Luxembourg
 Explosifs Luxite S.A.R.L., Luxembourg
 *** H. Biedner, Luxembourg
 *** Mathis Frost, Grevenmacher
 *** Edward Reuss, Luxembourg

MALTA

- *** Boris Darmanin & Co., Valletta
 *** Francis Tabone & Sons, Valletta

NETHERLANDS

- *** H. de Wit Wz., Hilversum
 Havaro Handels-Maatschappij N.V. i.l., Rotterdam
 (listing crossed out in Farben records with the following
 notations: "New firms: Chemises Ltd., Bombay (dyes, chemicals)
 Bayer Remedies Ltd., Bombay (Pharma)
 Agfa Photo Ltd., Bombay (Photo)"
 *** Heinrich Bushahn, Den Haag
 *** O. Lotz, Rotterdam
 Maatschappij voor Industrie en Handelsbelangen, Amsterdam
 *** A.E. Meister, Enschede
 N.V. A-fa-Photo, Arnhem
 N.V. Associatie voor Overzeehandel "Lithos", Den Haag
 N.V. "Gheso" Maatschappij voor Chemische Ondernemingen, Amsterdam
 N.V. "Defa" Maatschappij voor Verfstoffenhandel, Arnhem
 N.V. Durnheims Jacht- en Sportartikelen, Arnhem
 N.V. Eerste Nederland'sche Celluloidwarenfabriek o.d.a.N. Konig,
 i.l., Hilversum
 N.V. Konig'sche Maatschappij voor Bank-Belaggingen- en Credietzaken,
 Den Haag

N.V. Handel- en Scheepvaart Maatschappij "Wag", Rotterdam
 N.V. Handelsmaatschappij "Het Indisch Handelsbureau", Amsterdam
 N.V. Handelsmaatschappij "Nedigebe", Amsterdam
 N.V. Internationale Maatschappij voor Hydroerische-Techniek en
 Chemie, Den Haag
 N.V. Lichterdruckpapierfabriek "De Atlas", Utrecht, Delft
 N.V. Maatschappij Algemeen Beheer, Utrecht
 N.V. Nederlandsche Vorf- en Chemicalien-Fabriek, Delft
 N.V. voor Floeremakendingsding "Florite", Amsterdam
 *** Steenkolen-Handelsvereniging, Utrecht
 *** Sw. van der Vliet & Zonen, Hilversum
 *** S. Witterdijk, Sneek

ITALY

A/S. Anilin, Oslo, Bergen
 *** A/S. Carl A. Bruhn, Oslo
 A/S. Torak Steel, Oslo
 *** A/S. Stormvoll, Oslo
 A/S. Torkel, Oslo
 *** A/S. Tryve Irshus, Bergen
 A/S. Tveit A/S., Oslo
 *** Tveit & Søn, Oslo
 *** Kjørell & Søn, Oslo
 Nordisk Løstestell A/S., Oslo
 "Norris" A/S., Oslo
 Norsk Elektro-Elektrisk Industri-fabrik, Oslo/Oslo
 Statistisk Bureau for Norsk Transport A/S., Oslo
 *** T. Tveit, Trondheim

POLAND

Arsenale "Poznan" Stanislaw Leszinski & Co. I.L., Lodz
 (listing crossed out in Farben records)
 Arsenale "Poznan" Stanislaw Leszinski I.L., Lodz
 (listing crossed out in Farben records)
 Arsenale G.m.b.H., Warsaw
 *** A. Aleksandrowicz, Gdansk
 "Bayer" A.G. Chemie G.m.b.H., Gdansk
 *** "Bayer", Warsaw Bureau for Lithuania and Lithuania, Gdansk
 "Bayer-Pharmazie Dr. W. Roemer & Co., Warsaw, Lodz
 Central-Institut G.m.b.H., Lodz
 *** C. Domagala, Katowice
 *** Henryk Wroblewski, Gdansk
 A. V. Brodsky, Lodz, Lichtdruckpapierfabrik, Lodz
 Chemische Industrie "Boruta" A.G. Lodz (listing crossed out in
 Farben records)
 Chemische Werke Vinnica A.G., Vinnica
 *** Alfred G. Dornik & Søn, Katowice
 Deutsches Farben- und Chemikalien-Verkaufsbureau G.m.b.H., Warsaw
 Das (Gdansk) Handel "Remedia" S. Pulde & Søn, Warsaw
 (listing crossed out in Farben records with the following
 notation: "Remedia Bayer-Pharmazie, Dr. W. Roemer & Co.,
 27.1.41")
 "Elektro" A.G. für angewandte Elektrizität, Ober-Lesiek
 Pomerania G.m.b.H., Katowice
 S. Pulde & Søn, Warsaw
 (listing crossed out in Farben records)
 Industriehaus Litomischta G.m.b.H., Lodz

- Industrieges Posen von Bahn K.G., Posen
 Kalkwerke Kressendorf G.m.b.H., Kressendorf near Gdansk
 Lignose A.G., Katowice
 *** Ernst Nordmann, Bydgoszcz
 *** Hugo Peter Jr., Bialystok
 Sprengstoffwerke Oberschlesien G.m.b.H., Katowice
 Teerfarbenwerke Litzmannstadt G.m.b.H., Litzmannstadt
 Włocławski Papierowy Swiatoczybn "Osalid" Otto Soederstroem, Lodz
 *** A. Charski, Warsaw

PORTUGAL

- Dyer, Limitada, Lisbon., Porto
 *** Ferraz, Ignee Lda., Lisbon
 *** Hitzmann & Cia., Lda., Porto
 *** Alfred Lopes da Silva, Lisbon
 Sociedade de Anilinas Ltda. "Sodanil", Porto, Lisbon., Covilha,
 Castanheira de Pera, Cebolas, Gouveia, Guarda, Guimarães,
 Montelagas, Mira d'Aire, Viseu
 Sociedade Nacional de Industria Mineira Lda., (Soni),
 Oliveirinha

ROMANIA

- Agfa-Foto S.A., Bucharest
 "Anat" S.A.R. pour Engrais Chimiques, Bucharest
 "Carbonit" Prima Societate Anonima Romana pentru fabricarea
 carbonului aktiv, Bucharest
 "Cernail" S.c.g.l. pentru comercial cu aniluri si produse chimice,
 Cernesti
 (listing crossed out in Farben records)
 "Coloranil" S.A., pentru comercial cu colorante de anilina si
 produse chimice, Bucharest
 "Coloran" Chem. Fabrik H.A.G., Odessa, Liden
 "Nitramonia" S.A., Bucharest
 Prima Societate Romana de Explosivi, Bucharest
 "Romigefa" S.A.R., Bucharest, Cluj
 "Romail" Aktiengesellschaft fuer Teerfarben u. Chemikalien-
 Handel, Bucharest, Timisoara, Dnestr
 *** A. Silberling & Ch. Parnveo, Bucharest
 (listing crossed out in Farben records)
 *** Simper S.A.R., Bucharest
 "Soja" Rumunische A.G. fuer den Anbau und Export von Oleaeten,
 Bucharest
 (listing crossed out in Farben records)
 Timanil S.A., colori dianilina si produse chimice, Timisoara

SPAIN

- Agfa-Foto S.A., Barcelona, Bilbao, Vigo
 Clorotita S.A., Barcelona
 Colorantes y Productos Quimicos José Rodríguez y Cia. S.L.,
 Valladolid,
 (listing crossed out in Farben records with the following
 notation: "From 1.4.39 branch of Unicolor")
 Experiencias Industriales, S.A., Madrid
 Fabricación Nacional de Colorantes y Explosivos S.A. (Fence),
 Barcelona

- *** Farmacia Galpe, Gibraltar
- Industrias Químicas Reunidas, S.A. "Inquilena", Barcelona
- Instituto Behring de Farmacología Experimental, S.A., Barcelona
- *** José Gil Balaguer Colorantes y Productos Químicos, Palma de Mallorca
- La Química Comercial y Farmacéutica, S.A., Barcelona, Bilbao, Granada, Oviedo, Zaragoza, Sevilla, Torrejón de Ardoz, Valladolid, Vigo
- Química Industrial Española, S.A. (Quisasa), Seville
- Sociedad Electroquímica de Flix, Barcelona
- Unicolor S.A. Colorantes y Productos Químicos, Barcelona, Madrid, Valladolid
- ** Unión Española de Explosivos, S.A., Barcelona-Bilbao
- * Unión Salinera de España, Barcelona

SWEDEN

- A.B. Anilinkempeniet, Goeteborg, Boras, Malmo, Norrköping
- *** A.B. Adolf Johnson & Co., Stockholm
- *** A.L. Vitkopis (Inh. Erich Dingel), Stockholm
- Agfa-Photo A/B., Stockholm
- *** Akt. Bol. Fr. Brandes, Generalagentur, Malmo, Stockholm
- Aktiebolaget Arto, Malmo
- (listing crossed out in Farben records with the following notation: "Sold in 1940")
- *** Georg Calle, Goeteborg, Stockholm
- *** Vilh. Dahl & Co., Aktiebolag, Stockholm
- Igefa Svensk, A.B., Stockholm
- *** Idealkopia, Inh. Eric Ohlson, Malmo
- *** Henrik Johnson & Co., Goeteborg
- *** Dr. Ing. Herbert Lickfett, Stockholm
- *** Vilhelmsen & Co., A.G., Stockholm

SWITZERLAND

- Agfa-Photo A.G., Zurich
- ** Alliance Aluminium Cie., Basle
- *** Otto Angst, Basle
- *** W. Brändli, Bern
- *** Bodmer & Co., Zurich
- *** Karl Fubenhofen, Gessen
- *** Chemische Fabrik Brugg A.G., Brugg-Lenzburg
- Chemische Fabrik Söhner & Co. A.G., Pratteln
- *** Christen & Co., Bern
- Continental Gesellschaft für angewandte Elektrizität A.G., Basle
- (listing crossed out in Farben records with the following notation: "Merged into Densu Chemie A.G. General meeting of 19.12.1941")
- Durand & Eugenin A.G., Basle
- (listing crossed out in Farben records with the following notation: "No participation any more")
- Eduard Greutert & Cie., Basle
- Hausmann & Co. A.G., St. Gallen
- Igefa, A.G., Zurich
- Internationale Gesellschaft der Stickstoff-Industrie A.G., Basle
- Internationale Gesellschaft fuer Chemische Unternehmungen A.G. (I.G. Chemie), Basle
- * Kraftwerk Ryburg Schwoerstadt A.G., Rheinfelden

Leukon Aktien-Gesellschaft, Fabrikation und Handel in chemischen Produkten, Zurich

(listing crossed out in Farben records)

- *** Office International du Carbone, Geneva
- * Office International du Carbone, Geneva
- Osmon-Werke A.G., Bern
- *** L. Speich, Techn. Papiere, Kuesnacht-Zurich
- Technik und Finanz A.G., Basel
- * Teichgraben A.G., Zurich
- Trippan A.G. fuer chem.-pharm. u. kosmetische Produkte, Baden
- *** Emil Vogel, Zurich

YUGOSLAVIA

A.G. fuer Sprengstoffe und chemische Produkte (Explochemia), Zagreb

Atir A.G. fuer Bragereinsatzforschung, Belgrade

Aga-Bast Aktiengesellschaft, Maria Bast near Marburg

Aktiengesellschaft Dynamit Nobel, Belgrade

Anilin A.D., Belgrade

Anilokomika d.d., techn.chem.Industrie, Zagreb

Lager-Pharm k.d. Chemisch-Pharmazeutisches Industrieunternehmen, Zagreb

Lager k.d., Belgrade, Zagreb

Dominische Elektroindustrie-A.G., Jajce

Delft Anilinfarbhandel Miska Alkolar, Belgrade

(listing crossed out in Farben records)

- *** Francois de Choch Ind. Dominik de Choch, Skopelje

- *** Francois de Choch, Skopelje

Jugosil k.d., Zagreb

Jugosil K.D., Ljuban

Jugofa Georg Kleinschmidt k.d. chemisch pharmazeutische Produkte, Zagreb, Belgrade

Jugoslovenski Serum Zavod DD., Zagreb

Kalkwerk Cille G.m.b.H., Buse

Master Lack- u. Farben-Fabrik A.G., Zagreb

Mascel produkuje na Svjetlo Oaj. papira i prodaje proizvod folija iz celuloze, Zagreb

Mascel Produkuje na svetlo osjetljivih papira i prodaje proizvod folija iz Celuloze, Zagreb

Stichtoffwerke A.G., Maria Bast (Hase)

Thesens G.m.b.H., Zagreb/Maribor

Ukraine

Verdunigte Stahlwerke, Eisenhandel und Stahlbau, Ukraine G.m.b.H., Kiev

PACIFIC ISLANDS

DUTCH EAST INDIES

- *** N.V. J. J. n Meyer & Co., Batavia, Soerabaya, Palembang, Denpasar
- N.V. Handel-Maatschappij "De Indische", Medan
- *** H. J. Verweij & Co., N.V. Semarang
- N.V. "I.N.P.L.A." (Import Nij. voor Pharmaceutische and Land-
bouwkundige Artikelen), Weltevreden, Batavia-Centrum,
Soerabaya
- *** N.V. Internationale Credit en Handelsvereniging "Rotterdam",
Batavia, Padang, Palembang
- *** W. B. Ludeboer & Co., Makassar
- *** Rheinborn A.G. Hennemann & Co., Bandjermasin
- *** Geo Vohry & Co., Batavia, Semarang, Soerabaya, Chariton/Tjilatjap,
Djambi, Medan, Padang, Palembang, Bandjermasin, Pontianak,
Semarang, Makassar, Manado

BRITISH BORNEO AND SARAWAK

- *** N.V. Straits Java Trading Co., Singapore

BRITISH MALAYA

- *** N.V. Straits Java Trading Co., Kuala Lumpur, Penang

PHILIPPINES

- Bayer Yakuhin Gensai Kaisha, Manila
- *** Mexi & Co., Inc., Manila, Cebu, Davao, Iloilo, Zamboanga
- *** Philippine-American Drug Co., Manila
- *** M. Verilinden, Manila
- *** Winthrop Chemical Company Inc., Manila

AFFIDAVIT

I, Willi DÄGER, Frankfurt/Main, Outleutstrasse 41, after having been informed that I shall be liable to punishment for giving false information, herewith state under oath of my own free will and without duress the following:

1. From 1930 - 1931, I worked for I.G. Farben in Ludwigshafen. From 1931-1939, I worked in the office of the Central Committee of I.G. Farben in Frankfurt on Main. After a short period in the Army, I returned in 1940 to my job in the office of the Central Committee and remained there until the Allied occupation of Germany in March 1945.

2. From 1940 on, among other duties, I kept the list of foreign and domestic participations of I.G. Farben. When I returned to my job in the Office of the Central Committee in the year 1940, I took over at the direction of my immediate superior, Dr. Walter HOYER, a book entitled: "List of the Participations of the I.G. Farbenindustrie A.G., Frankfurt on Main; Office of the Central Committee, Frankfurt on Main, December 1938". Also, in the top right corner of the title page, the word "Secret" was printed by means of a rubber stamp. It was my job to enter in this book new participations of I.G. Farben and to keep it up to date. Georg von SCHNITTLER was the chief man in charge of the Office of the Central Committee. This book, which has the number NI-9483, and which was shown to me by Mr. H. J. Wolffeck on 11 August 1947, is the same book which I kept from the year 1940 to approximately December 1944.

3. In addition to this book, now numbered NI-9483, I also recorded many new participations of I.G. Farben on loose sheets of paper as appendices. These were filed in a green folder, on which is written: "Participations, Supplement, Office of the Central Committee, Original".

(Page 2 of original)

I recorded participations in this supplement, when there was not sufficient space in the original ledger for their recording. The Supplement which I kept is the document which Mr. H. J. Wolffeck showed me on 11 August 1947 and which is now numbered NI-9484.

4. My entries were based on the following sources of information:

- 1) The records of the Central Bookkeeping Department;
- 2) The annual business reports of I.G. Farben's participations and sub-participations, as well as of firms in which we were only indirectly interested. All of these reports came into my office. On the basis of these reports I could make accurate checks of the subsidiaries of the firms in which I.G. Farben participated by way of stock ownership or other means of influence. The Central Bookkeeping Department under the supervision of Director Paul BRECKEN did not have this information, except as to the most important firms.
- 3) Minutes of the meetings of the Vorstand and the various commissions, including the Technical Committee, Commercial Committee, Legal Committee, and other committees in which participations were discussed;
- 4) The Reich legal gazette in which all changes in capitalization and management of these firms were published.

TRANSLATION OF DOCUMENT No. WL-9540
(Cont'd)

- 5) Lists, which were sent by the Central Finance Administration in Berlin to the Office of the Central Committee. (yearly, according to my recollection).

(Page 3 of original)

5. The two documents described by me above were, according to my knowledge, the most complete listings of I.G. Farben participations within the organization of I.G. They were used mainly in order to answer inquiries regarding selling, buying and inquiries from the various Legal Departments of the I.G. Farben Organization and they were regarded as reliable by the various officials and departments with which I had to work.

I have carefully read every one of the three pages of this affidavit and signed them personally, I have made the necessary corrections in my own handwriting and countersigned them with my initials and I herewith state under oath that in this statement I have said the pure truth according to the best of my knowledge and conscience.

(signature) Willi Dagne
/s/ Willi Dagne

Sworn to and signed before me this 12th day of August 1947 at Nuernberg, Germany, by Willi Dagne, Frankfurt/Main, Ouluustrasse 41, known to me to be the person making the above affidavit.

(signature) E. J. WOLFFSOHN
/s/ E. J. Wolffsohn
Civilian, No. 094435
Office of Chief of Counsel for War Crimes
U.S. War Department

(TRANSLATOR'S NOTE: Document continues in English):

AFFIDAVIT

1. I, HANS J. WOLFFSOHN, No. 104435, hereby certify that the foregoing is a listing of I.G. Farben's foreign participations and sales agencies as set forth in the records of I.G. Farben, namely Document Nos. WL-9540-A, "List of Participations of I.G. Farbenindustrie A.G., Frankfurt A.M., Office of Central Committee, Frankfurt a/M., December 1939"; WL-9540-B, "Participations, Supplement, Office of Central Committee, Original"; and WL-9540-C, "List of Agents and Business Connections".

2. The sources of the first two Document Nos. WL-9540-A and WL-9540-B are described in the affidavit of Willy Dagne above. Document No. WL-9540-C was taken from the records of I.G. Farben in Frankfurt A.M.

3. The above listing contains every firm recorded in the three basic documents set forth above including any and all notations entered in these records after the name of the firm. The only difference between this listing and the original record is that the participations have been listed geographically and alphabetically for the convenience of the Court.

4. As will appear from the above listing, some of the firms enumerated in Farben records have a line drawn through them, indicating in most instances, that the listing was "sold". These firms were nevertheless included in the above list (together with the notation appearing in Farben

TRANSLATION OF DOCUMENT No. VI-9540
(Cont'd)

records) because (1) it was desired to make a listing identical with Farben's records; and (2) all of these participations were "transferred" after 1940, in anticipation of war. Some of the notations set forth above specifically stated that the firm had been transferred for camouflage purposes.

5. With the exception of the sales agencies, the participations set forth above represent only interests by way of stock-ownership.

(signed) HANS J. WOLFFSOHN
/s/ Hans J. Wolffsohn

Certified to and signed before me this 15th day of August 1947, at Saarberg, by HANS J. WOLFFSOHN, known to me to be the person making the above certification.

(signed) BELLA MAYER
/s/ Bella Mayer
U.S. Civilian, Attorney,
AGC No. D-429431
Office of Chief of Counsel
for War Crimes

CERTIFICATE OF TRANSLATION

I, JOHN J. DOLL, U.S. Civilian, AGC No. A-44412, hereby certify that I am thoroughly conversant with the English and German languages, and that the above is a true and correct translation of Document No. VI-9540.

JOHN J. DOLL
U.S. Civilian
AGC No. A-44412

(E N D)

TRANSLATION OF DOCUMENT NO. NI-9540
OFFICE OF CHIEF OF COUNSEL FOR WAR
CRIMES

ERRATA SHEET

Page 26, line 20 of translation of Document No. NI-9540 should read:

This book, which has the number NI-9540-A, and
which was shown to me by

Page 26, line 23 of translation of Document No. NI-9540 should read:

3. In addition to this book, now numbered NI-9540-A,
I also recorded

Page 26, line 31 of translation of Document No. NI-9540 should read:

me on 11 August 1947 and which is now numbered
NI-9540-B

- - - - -

Errata Sheet prepared by:

HANS J. TOLFFSON
W.D. Civilian
No. 094485

- END -

Case 6
ref. 90
TRANSLATION OF DOCUMENT NO. 11-1188
OFFICE OF U.S. CHIEF OF CUSSEL
FOR WAR CRIMES.

Exh # 1839

Berlin NW 7, July 1943.
Unter den Linden 78,

P.P.

In order that you may be able to verify the signatures which are affixed on our behalf in the course of your business relations with our firm we beg to forward you a new list of these signatures which holds good both for the business of our

Central-Financial Administration, Berlin NW 7,
Unter den Linden 78,

as well as of our

Banking Department, Frankfurt (Main) 20
Grüneburgplatz.

Those entitled to sign for our firm are as follows:
two of the persons listed under I-III and/or a person who is empowered to act on our behalf together with one of those listed under I-III. The persons who are empowered to act on our behalf are moreover entitled to sign jointly with those who are similarly empowered and listed in Section IV under figures 29 and 35, viz. Heinrich Hofmann and Karl Scherer.

All former lists of signatures are hereby declared nil and void.

I.G. FARBENINDUSTRIE AKTIENGESELLSCHAFT

TRANSLATION OF DOCUMENT NO. HT-1193
CONT'D.

(page 2 of original)

The following will sign:

I. Members of the Vorstand

1. Herr Geh. Kommerzienrat Dr. Hermann Schmitz
(signature) H. Schmitz.
2. Herr Konsul Paul Eschliger
(signature) Eschliger.
3. Herr Dr. Max Ilgner (signature) Ilgner.
4. Herr Dr. Heinrich Oster (signature) Oster.

(page 3 of original)

5. Herr Dr. Georg von Schnitzler
(signature) v. Schnitzler
6. Herr Kommerzienrat Hermann Walbel
(signature) Walbel
7. Herr Eduard Weber-Andree
(signature) Weber-Andree

II. Directors

8. Herr Dr. Guenther Frank-Fahle
(signature) Frank-Fahle
9. Herr Dr. Ernst Rudolf Fischer
(signature) E. R. Fischer.

(page 4 of original)

10. Herr Dr. Heinrich Gattineau
(signature) Gattineau.

TRANSLATION OF DOCUMENT MO.MI-1188
CCYT'D.

11. Herr Dr. Kurt Krueger (signature) Krueger

12. Herr Dr. Jost Terhaar (signature) Terhaar

III. Authorized agents
empowered to sign.

13. Herr Dr. Walter Bachem (signature) ppa. Bachem.

14. Herr Max Bangert (signature) ppa. Bangert.

(page 5 of original)

15. Herr Walter Dihlmann (signature) ppa. Dihlmann

16. Herr Walter Gatzke (signature) ppa. Gatzke

17. Herr Rechtsanwalt Hanns Gierlich

(signature) ppa. Gierlich

18. Herr Willi Helfert (signature) ppa. Helfert

19. Herr Professor Dr. Ulrich Kersten

(signature) ppa. Kersten.

20. Herr Walter Kretschmann (signature) ppa. Kretschmann

(page 6 of original)

21. Herr Otto Mayer (signature) ppa. Mayer

22. Herr Wolfgang von Meister (signature) ppa. Meister

23. Herr Hans Rong (signature) ppa. Rong

24. Herr Rechtsanwalt Friedrich Silcher

(signature) ppa. Silcher

(page 7 of original)

IV. Agents empowered to act on behalf of I.G.

25. Herr Kurt von Abel (signature) i.V. v. Abel
26. Herr Otto Ackermann (signature) i.V. Ackermann
27. Herr Otto Bauck (signature) i.V. Bauck
28. Herr Assessor Helmuth Henze
(signature) i.V. Henze
29. Herr Heinrich Hofmann (signature) i.V. Hofmann
30. Herr Alexander Kessler (signature) i.V. Kessler.

(page 8 of original)

31. Herr Otto von Kothen (signature) i.V. von Kothen
32. Herr Karl Link (signature) i.V. Link
33. Herr Alfred Mueller (signature) i.V. Mueller
34. Herr Eugen Ritter (signature) i.V. Ritter
35. Herr Karl Scherer (signature) i.V. Scherer
36. Herr Hugo Schmidt (signature) i.V. Schmidt.

CERTIFICATE OF TRANSLATION

I, DOROTHY E. PLUMMER, USFET 482, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document No. 71-1186.

17 January 1948

DOROTHY E. PLUMMER
USFET 482.

(E N D)

Case 6
up. Am. bit.
y.

Ex 1140

TRANSMISSION OF DOCUMENT X-11-13508
OFFICE OF U.S. CHIEF OF COURSE
FOR THE CHIEF.

COPY.

Ministerpräsident
General Field Marshal Goering
Plenipotentiary for the Four-Year Plan. Saarländstr. 126
Berlin W 9, 12 0049.
13 February 1940.
The Plenipotentiary for Special Questions
in the Chemical Production.

Reference: Q/N1.
Entry No. 18747/40.

Re: Supplying of electric current for
extension of aluminum production.

To the
Military Economy and Armament Office
(Wehrwirtschafts- und Rüstungsamt)
Attention: Colonel B e c h t.

B e r l i n W 52,
Kurfürstenstr. 53-59.

The demand for a further increase of the aluminum
production can only be fulfilled within the time-limit
set if the necessary electric current is supplied by
methods other than those employed hitherto.

In consequence of the fact that in the next two
years the machine- and electrical-industry will be working
to capacity the deadlines set for the delivery of
steam-boilers, turbo-generators and auxiliary machines
are so remote that they cannot even be considered for the
new aluminum program. The only way of setting up additional
installations to produce electric current in the shortest
possible time is to take over plants on the Western front
in factories which have been closed down and which are
not being used.

It is a question of steam-boilers and current
generators in the zone which has been evacuated as well
as in the occupied enemy territory. Unless raised for military
purposes to remain where they are, these installations must
be transferred into the interior of the Reich territory
so that they may supply the power-stations there in the
shortest possible time with steam and current for the
new aluminum program.

As the first step towards this end the Reich
office requests release of the machine-installations of
the Simon pit near Siering-Wandel in Lorraine. The two
bigger turbo-aggregates are to be transferred immediately
to the heat power station in Gerstshofen and set up there,
so that before the end of 1940

TRANSLATION OF DOCUMENT NO. NI-13508
CONT'D.

(page 2 of original)

They can supply 50,000 kilowatts to the aluminum foundry in Rasthofen. If necessary some steam-boilers must also be transferred along with them from this main-station.

At the same time the Reich Office requests the release of the two 10,000 kilowatt turbo-generators in the power-station belonging to the Burbach foundry. These are to be sent to the Michel pit near Gross-Lagny for installation there, in order to relieve the Zechbornitz power-station during the war. It was decided to set them up in the above locality as the Michel pit has the necessary coal at its disposal.

The Reich Office will shortly send in further suggestions for such extensions as are to be undertaken for military purposes in the main stations by means of relocated boilers and machines from the west.

The Reich Office requests support in the negotiations which will have to be undertaken for this release with the Reich Ministry of Economics and the staff authorized to grant such releases in Wiesbaden, as well as with the army command (A.O.K. - Arsee-Ober-Commando) in Kreusnach.

For a discussion of this important and urgent affair my construction personnel Dept. I En. is at your disposal.

Heil Hitler

signed Dr. C. (signature).

CERTIFICATE OF TRANSLATION

I, DOROTHY E. FLUHER, USFET 482, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document No. NI - 13508.

15 January 1949.

DOROTHY E. FLUHER
USFET 482.

(E N D)

Class 6
my Dist. 11
y

21 1141

TRAVEL TICKET OF DOCUMENT NO. 15507
OFFICE OF U.S. CHIEF OF COUNCIL
FOR WAR CRIMES.

Copy.

23 February 1940

Raw Material Department

File No. 68 b 30

No. 1092/40 II a

Subject: Evacuation of Installations for the
Production of Current in the Zone of Operations.

Reference: Telephone conversation Major Buch-
Reg. Saurat Bielenberg of 19 February 1940.

To the

Economic Staff.

Enclosed we forward the original of a letter from
the plenipotentiary for special questions concerning the
chemical production - G/HI. No. 16 747/40 of 13 February
1940 - re the evacuation of installations for the production
of power from the French Simon pit near Siering-Wendel
in Lorraine, now occupied by the German troops, and from
the power-station of the Burbach foundry.

In consequence of the prevailing lack of raw material
and of the serious overworking of the electrical industry
and boiler factories the extension of the installations
for the supplying of power has not been able to keep up
with the increase in the consumption of power, so that the
present installations for production reveal an extra-
ordinary degree of wear and tear and in many regions a lack
of power is already noticeable. In these circumstances
a rapid increase in the production of raw materials - as,
for example, the production of light metals - depends
to a very large extent on the prompt erection of new
installations for the production of power. The construction
of aluminum foundries can be carried out in much shorter
space of time than the erection of the installations
required by them for the production of power. For this
reason it is especially important for the raw material
department that the installations for the production of
power in the zone of operations should be added to and
made available for the expansion of the raw material
plants.

As in the case of the Simon pit a French plant is
involved and as Luxembourg capital is invested in the
Burbach foundry, it is requested that first of all the
point be clarified as to whether there are any objections
to the extension on political grounds. Should this not
be the case, then it is requested that the High Command
of the Army, General Headquarters,

(page 2 of original)

be told to give appropriate orders for the evacuation.
It would be advisable to entrust Obering. Quack from

TRANSLATION OF DOCUMENT NO. UI-13607
CONT'D.

Krauch's construction staff with the carrying-out of the evacuation as he has already carried out the transfer of installations for the production of power from the power-station in Wehrden.

As in the interests of armament the affair is of great urgency it is requested that a decision be taken immediately as to whether an evacuation of the plants mentioned can be carried out.

signed Beent.

1 Enclosure.

Certified true copy.

CERTIFICATE OF TRANSLATION

I, DOROTHY S. FULLER, USFET 482, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document No. UI - 13607.

13 January 1949.

DOROTHY S. FULLER
USFET 482.

(E N D)

Case 6
exp. Distrib.
f

Ex. 1842

TRANSLATION OF DOCUMENT NO. NI-13506
OFFICE OF CHIEF OF COUNSEL
FOR WAR CRIMES.

Copy.

Foreign Office
V A A

Berlin, 9 March 1940.

Reply to letter of 8th instant.
- Foreign VI a -

(handwritten):
WO/175 11.3.

From the political and economic standpoint there would be no objection to using the machine installations of the Simon pit in Siering-Wendel, but from the standpoint of international law the question must be judged as follows:

According to Article 23 g of the Hague Convention respecting the Laws and Customs of War on Land the following in particular is prohibited: the removal of enemy property except in cases where such removal becomes imperative and unavoidable owing to the necessities of war. In the case at hand the machine installations of the Simon pit situated in Lorraine are to be removed not on the grounds of the necessity of war but in the interest of national economy. It is a well-known fact that the removal of machine installations from the occupied territories of Northern France and Poland in the last war gave rise to particularly serious complaints in the international public against Germany's conduct of the war. As one cannot be at all sure that the removal of the machinery of the Simon pit will remain unknown, the act planned seems in this case doubtful. At the beginning of the war the Fuehrer issued a directive underlining the principle that in military action against England and France, in particular in the field of economic warfare, we should not take the lead but let the enemy take the first step. Up to now it is not known whether enemy states have taken action hitherto against German private property as it is now thought of doing in the case of the Simon pit.

It is not known here whether the Burbacher foundries is an Aktiengesellschaft based on German law or whether it is merely a plant belonging to the Luxembourg Aktiengesellschaft Aciéries Réunies Burbach-Eich-Duedlingen (Arbed) which is situated on German soil. If the former case is true, then the same treatment could be applied to the assets of the Burbacher foundries

(page 2 of original)

as to German Aktiengesellschaften. If, however, the second alternative is true, then that principle would have to be applied which was laid down by the home authorities for the implementation of the Reich law concerning performance, viz. that neutral property may on principle be claimed for the purposes of the Wehrmacht

TRANSLATION OF DOCUMENT NO. NI-13506
CONT'D.

only when an amicable settlement is made with the neutral owner with respect to the surrender of the objects needed in return for payment.

signed: Heyden-Rynsch,

High Command of the Armed Forces
(Oberkommando der Wehrmacht)

Berlin, 10 March 1940

Office Foreign/Defence

Head of Foreign Office.

U r g e n t .

C o p y

to

Office of Economic Armament (Major Pabet).

By order

(signed): v. Galdern.

CERTIFICATE OF TRANSLATION

I, DOROTHY E. PLUNKER, USFET 432, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document No. NI - 13506.

12 January 1948

DOROTHY E. PLUNKER
USFET 432.

(E N D)

Case 6
up. District
L

Ex 1843

TRANSLATION OF DOCUMENT NO. NL-13808
OFFICE OF U.S. CHIEF OF COUNSEL
FOR WAR CRIMES.

The Liaison Officer
of the High Command of the Armed Forces-
Office of Economic Armament (OKW-Wi Rue Amt)
Office of Army Command (AOK-Armees Ober-Kommando) I

Army Headquarters, 14 May 1940.

Reference: Your letter GI 3628/40 M of 10 May 1940.

Herr

Reichsminister
Dr. Ing. Fritz Todt,

B e r l i n W 8
Pariser Platz 3.

The extension of the machine installations of the
Simon pit has been authorized by the High Command of the
Army (OKH-Oberkommando des Heeres). The installations
are to be used in the home-country for the Four-Year
Plan in plants which are important for the war effort.

The plenipotentiary for special questions concerning
the chemical production, Prof. Dr. G. K r a u c h ,
was immediately advised by the High Command of the Arm.
Forces (OKW - Oberkommando der Wehrmacht) of this
authorization.

Herr Obering. Q u a c k of Krauch's construction
personnel then discussed everything further with me, and
Herr Obering. T i e t z , who, in addition to his other
occupations also belongs to Quack's construction per-
sonnel, is directing the building extensions on the
premises.

Now that the High Command of the Army (OKH) has given
its authorization it is superfluous for the army command
(AOK - Armees-Ober-Kommando) as well as for me as
liaison officer to consider whether it is right for
the extension to be made and where the machines are to
be used later on.

Up to now no advice has been received from the High
Command of the Army (OKH) that the direction of the
work has been put into other hands, and I am also of
the opinion that the authority of the commissioner
for military district XII ceases at the frontier of the
Reich unless the High Command of the Army (OKH) grants
special permission.

H e i l H i t l e r !
(signature) G y m n e r .

Enclosure to No. 2572-40-Office of Economic Armament/
Personnel (Wi Rue A/Stb).

TRANSLATION OF DOCUMENT NO. NI-13505
CONT'D.

CERTIFICATE OF TRANSLATION

I, DOROTHY E. PLUMMER, USFET 482, hereby certify that I am thoroughly conversant with the English and German languages and that the above is true and correct translation of Document No. NI - 7835.

12 January 1947

DOROTHY E. PLUMMER
USFET 482.

(E N D)

Case 6
up. District
4

9x1844

TRANSLATION OF DOCUMENT No. NI - 13 541
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

I.G. FARBEINDUSTRIE AKTIENGESELLSCHAFT

| | | | |
|------------------------|-----------------|-------------|--------------|
| Postal address: | Cable address: | Telephone: | accounts: |
| I.G. Farbenindustrie | Igasekretariat | Central No. | Reichsbank |
| aktiengesellschaft, | Berlin | 120021 | clearing |
| Administration Le- | ((Direktions-)) | | account No. |
| partment, Berlin NW 7, | | | 8201 Berlin |
| Unter den Linden 82, | | | Postal |
| | | | check |
| | | | account |
| | | | 10456 Berlin |

To: Director Dr. Karl Krauch
Reich Office for Economic Development
(Reichsstelle fuer Wirtschaftsausbau)

Berlin N 8
66/70 Behrenstrasse

Our references:
(quote in reply)
Administration ((Direktions-))
Department Ea/ir (Economic Affairs)

Berlin NW 7
26 October 1938

Subject: Aussig/von Heyden

Dear Director Dr. Krauch:

We are sending you attached for your information:

- 1) The joint applications of the firms Chemische Fabrik von Heyden & Co. and of I.G. Farbenindustrie A.G. submitted to the Reich Ministry of Economics on 20 October 1938.
- 2) The application of both firms mentioned above submitted to the Reich Economic Ministry on 21 October 1938.
- 3) "Suggestions" of Chemische Fabrik von Heyden concerning Aussig and Falkenau.
- 4) A file memorandum on a discussion of these suggestions, which took place on 22 October 1938 in Berlin.

For your ^{private} information we mention that the gentlemen of Heyden and of I.G. were told today by Under-Secretary ("Hauptsekretar") Brinkmann, in the course of a meeting at the Reich Ministry of Economics, that the request to conduct negotiations with the Aussiger Verein (Aussig Association) at the Livnostenska-Bank in Prague about the joint purchase of the Aussig and Falkenau plants.

TRANSLATION OF DOCUMENT No. VI - 13 941
CONTINUED

(page 2 of original)

I.G. FARBEINDUSTRIE AKTIENGESELLSCHAFT
Berlin, NW 7, Unter den Linden 82

Our reference:

Date
26 October

Page:
-2-

Director Linsser of the Dresdner Bank has already been authorized by the Reich Ministry of Economics to conduct sales negotiations in Prague on behalf of the two firms named, and he has left for Prague today.

Heil Hitler!
I.G. FARBEINDUSTRIE AKTIENGESELLSCHAFT

(Signature): Ilgner (Signature): ppa. Kersten

Enclosures.

(page 3 of original)

Suggestions of Chemische Fabrik von Heyden A.G.
regarding AUSSIG and FALKENAU
in pursuance of the discussions of 19 October 1930
at the Hotel Adlon, Berlin.

1) It was established that, if the Oderburger Chemische Werke should become German property, I.G. declares themselves not interested in this enterprise and will leave it to Heyden and Fahlberg to purchase this organization, since I.G. is fundamentally not interested in Swedish agents.

2) The distribution of products, which are of vital necessity to Heyden, and which are produced in Aussig and Falkenau, and also by Heyden, will be handled in German proper (in Altreich) exclusively by Heyden as sole sales agent for the joint project (Gemeinschaftsunternehmen); for this Heyden will receive an appropriate commission. The products concerned are:

Sulphuric acid and hydrochloric acid, in the broadest sense,
sulphite,
electrolytic products (caustic soda, caustic potash,
and chlorine in every form),
also, from Falkenau:

carbide,
ferro silicon
ferrochrome,

It is proposed to make special regulations regarding calcium nitrogen (Kalkstickstoff).

(page 3 of original)

3) Heyden and I.G. will have the right, according to statute, to nominate and recall one manager each for the joint company, which will take over Aussig and Falkenau; any other managers will be appointed by the Aufsichtsrat. The manager appointed by Heyden will also handle the products named under 2 in the joint enterprise.

(page 4 of original)

4) The lease to be paid by I.G. for the colour and dye section can only be determined when more detailed particulars are available. The lease sum should be fixed in such a way as to guarantee the interest on the installation- and turnover capital allotted to these plants. In this connection, Heyden stated that, in addition, the amount of the lease should include an equivalent for the contingency of having to parry competition in the dye and colour industry for I.G. and the International Dye Cartel.

If the payment a fixed sum is agreed for the lease, then the agreement must contain clause, to cover changes in currency rates, the purchasing power of the mark, or other economic conditions. Heyden suggests it should also be examined, whether it would not be expedient to fix the amount of the lease in such a way that any payment will be made directly to the partner, Heyden, since the I.G. in any case gets back for its participation directly or indirectly the share of the lease through the joint enterprise and advance taxation on the joint enterprise, can thus be avoided, in case the controlling company license (Schachtelprivileg) should be modified. In response, I.G. stated that it was quite willing to investigate this suggestion.

5) The products, supplied by the joint enterprise to the dye section, should be paid to the joint enterprise by the leaseholder of the dye section in such a way as to cover the actual costs plus the general expenses "in the widest sense of the term." In this connection Heyden is of the opinion that these general expenses should also include the complete share of the installation and turnover capital falling to the delivered products. I.G. has reserved its opinion in this matter.

6) A special agreement is to be concluded between I.G. and Heyden on Betaxynaphta acid (Betaxynaphtsäure) and Betanaphtol, according to which I.G. would now receive a substantially higher quantity

(page 5 of original)

of Betaxynaphta acid (Direktor Strubbe suggested 100 - 120 tons) from Heyden and Heyden in return would renounce the proposed own production of Betanaphtol.

7) There was an agreement that the future development of both I.G. and Heyden must not be hindered by the joint operation of the Aussig and Falkenau plants, also not with regard to products being produced or to be produced in the future by these plants.

(page 5 of original, cont'd)

8) It was agreed that Heyden and I.G. hold an equal share in the new company, and that administration was to be staffed on a parity basis with annual alternation between Heyden and I.G. for the chairmanship or deputy chairmanship in the Aufsichtsrat.

9) Investigation showed that the turnover in the products of Auzig and Falkenau, as assumed by Heyden and I.G., approximately corresponds to the actual conditions. The total turnover was estimated with 300 million RM. Herr Linseer pointed out that the purchase price for the plants would presumably have to be paid at the rate of the new Sudeten Krone, since it falls to the equalization fund of the government. This fact must be considered in negotiating the purchase price. The opinion was unanimous that an estimation of individual buildings and equipment is not practical, and that first of all the purchase price for the two plants together must be fixed by negotiations on terms of the bank with the Osmotenska Bank.

(page 6 of original)

10) The capital stock of the new company shall not comprise the entire purchase price, but will be limited to about RM 10 million. The additional capital required will be procured by raising credits for the new company. Herr Linseer suggests in this connection that the I.G. raise a larger capital credit than Heyden, in proportion to which I.G. uses the plants to be leased, and possibly also the portion which falls to the auxiliary plants to the extent in which the auxiliary plants deliver products to the Farben(dye)section.

11) If, contrary to expectations, a third partner has to be admitted to the new company, then the shares of I.G. and Heyden shall be pooled in such a way as to form one block.

12) For the settlement of other products in which I.G. and Heyden compete, Heyden suggests that here too an arrangement be made with I.G. Specially for salicylic acid and acetylsalicylic acid an agreement should be sought between Heyden and I.G., so that the previously quoted previously established in the Salicylic- and acetylsalicylic acid pact between Heyden and I.G. may be recalculated in such a way that, in the case of acetylsalicylic acid I.G. will have a quote of 44% and Heyden a quote of 56%, and, in the case of Salicylic acid I.G. will have a quote of 60% and Heyden a quote of 40%. The adjustment should be made by quantity supply. The contractor is to receive from the sub-contractor the quantities with a margin to ensure that the quotas are maintained by direct sales (Selbstverkauf). I.G. agreed mutual.

21 October 1938 C/T

Chemische Fabrik von Heyden
Aktiengesellschaft

(page 7 of original)

Suggestions of the Chemische Fabrik
von Heyden A.G., concerning Auzig
and Falkenau.
Memorandum of 21 October 1938

Ko/T.

24 October 1938

(page 7 of original, cont'd)

Following the signing of the application to the Reich Ministry of Economics of 21 October 1938, a meeting was held on the memorandum of 21 October 1938 of the Chemische Fabrik von Heyden & Co., in which the suggestions of Heyden concerning Auesig and Falkenau were laid down; the following were present:

Gehelrat Juncel } of
 Lr. Strubberg } Heyden

Haeffliger }
Lr. Jilmer } of I.G.
Lr. Korsten }

At this meeting the following was established regarding these "suggestions":

- No 1) no comments.
No 2) It was decided that at a joint meeting in Frankfurt Heyden and the Chemicals Sales Association (Verkaufsgemeinschaft Chemikalien) should work out a suggestion for the handling of the products mentioned in this paragraph and any other individual products; appropriate commission rates for individual bases should also be suggested.

Regarding the three products manufactured in Falkenau, i.e. carbide, ferro-silicium, and ferro-chrome, which in all essentials are to be handled in the same manner as all products manufactured in Auesig/Falkenau (with special consideration for the Heyden-production in Hirschfeld), special regulation is reserved.

Calcium nitrogen (Zinkstickstoff) should in any case be distributed by the new Auesig-Falkenau S.A.B.G. which, for its part, would become a member of the nitrogen syndicate.

TRANSLATION OF DOCUMENT No. JI-13541
CONTINUED

(page 8 of original)

It is agreed that the pressure which might be exerted on the German market by the Aussig sulfuric-acid production, must not be entirely at the cost of the production of Heyden.

Re 3): For the management of the Aussig-Falkenau G.m.b.H., the following are proposed:

- Herr Neumann (inorganic chemist, plant supervisor, Aussig)
Fuehrer des Betriebs (manager)
- " Branner (chemist, plant supervisor, Falkenau) deputy
Fuehrer des Betriebs (deputy plant manager)
- " Scharnagel (Business executive).

In addition an executive is to be appointed for the department "finance, administration, and personnel" who, however, does not have to hold a managing position. Direktor Wenke may be considered for this position.

I.G. will also attach a chemist to the management of the G.m.b.H., who is directing the dye manufacture to be leased by I.G.

As for the Aufsichtsrat, Geheimrat Jungel considers it to be important that the leading man of I.G. should personally be part of the Aufsichtsrat, because this seems expedient in view of the extremely large number of negotiations with the authorities which will become necessary in the first years. Provision could be made in the statutes to accord the right to allow to the members of the Aufsichtsrat to send their representatives to the meetings; thus the personal burden on the leading man resulting from this function as members will not be too great.

It is also proposed to form a technical advisory council (Beirat) which, probably under chairmanship of Dr. ter Meer, would include the technically schooled members of the Aufsichtsrat and of the management, as well as some other technical personnel from both firms (for example, Herr Pfunder from Heyden and Dr. Wurster from I.G.).

Re 4): The gentlemen from Heyden explained the suggestion made in section 1.

(page 9 of original)

(Ferber)

paragraph 1, as follows: the value of the dye plant should be determined in relation to the total price of the Aussig-Falkenau plants, and the amount of the lease should be fixed in such a way that the share of the purchase-price for the dye plant will bring in appropriate interest. The following example was given: the plants are purchased at a total price of RM 15 million, the value of the dye plant is fixed at 1/6 of the entire plant installations; then the amount of the lease paid by I.G. would at least have to represent an appropriate interest on 15 million: $5 \pm 2 \frac{1}{2}$ million.

TRANSLATION OF DOCUMENT No. HI-13541
CONTINUED

(page 9 of original, cont'd)

In establishing the lease terms, consideration must also be given to the fact that the dye factory may have become substantially more valuable on the end of the, c.c., 30-year lease period than it was at the beginning of the lease, due to the investments made by I.G.

Re 5): It is proposed that Herr Dencker, I.G., and Herr Wallé, Hayden, will jointly draw up a statement of condition (Status) of the plants, as soon as this can be done, and that they will make suggestions for the price calculation of the preliminary dye products with special consideration of the general expenses. This suggestions will also be presented to Dr. von Meer by I.G.

Re 6): The suggestion will be examined by the Chemical Sales Association of I.G.

Re 7): No comments.

Re 8): This suggestion must be worked into the underwriting agreement on the concerted action of I.G. and Hayden in the Aussig-Falkenau matter; the early settlement of which is considered highly desirable by participants.

Re 9): The manner of further procedure proposed here should of course not be prejudiced by the concerted establishment of the statement of condition (status) provided in Figure 5).

Re 10): It was clarified that by this proposal it is to be expressed that the firm von Hayden is not to take any part in the financing of the dye plant to be rented by the I.G.,

(page 10 of original)

This was agreed.

Re 11): to be deleted.

Re 12): The discussion with regard to proposal No. 12) paragr. 1 reveals that the following formulation has been agreed upon:

It befits the friendly spirit of the future collaboration between Hayden and I.G. that with regard to all other products, including those which are not being manufactured in Aussig and/or Falkenau a friendly agreement should be sought.

Re 13): Hayden wishes for a friendly settlement especially with regard to salicylic acid and acetylsalicylic acid in the meaning of agreement No. 12), paragr. 2-4, which are being examined by the competent I.G. offices.

(stamp) signed: KIRSTEN

TRANSLATION OF DOCUMENT No. NI 13541
CONTINUED

(page 11 of original)

Copy

Berlin, 21 October 1938

To

The Reich Minister of Economics
attention Ministerialdirigent Dr. Hulert,

B e r l i n W 8
Hohenzstr. 43-45

In the course of planning the reorganization of the Aussiger Verein, which became necessary due to the annexation of the Sudetenland, the idea of making the purchase of a majority of the entire enterprise instead of an immediate segregation of the Aussig and Falkenau plants which are situated in territory under German sovereignty, from the Konzern of the Aussiger Verein; by such a purchase the two plants mentioned would become possession of a German majority.

The following considerations speak definitely against this plan:

The Konzern of the AUSSIGER VEREIN is not an enterprise which was developed naturally on healthy economic experience, but under the management it had in the last few years has rather become an artificial structure which to a large extent may be compared to the structure of the old Czechoslovakian State itself. It was not because of internal economic requirements, but for reasons of power politics that affiliations were carried out with regard to the old plants Aussig, Falkenau and Hruschau - the latter remained with Czechoslovakia -, and in the first place these should be considered in the light of the Czech Armament and protectionist trade policy. This consolidation was carried out two-fold: In the first place, interests - for the most part

(page 12 of original)

minority interest - on purely Czech enterprises were acquired which had no connection with the Sudeten German factories. In the second place, preparations were made in outlying areas in Czechoslovakia, as in Hradlowa and Sillau, - for the erection of manufacturing plants which were supposed to serve exclusively as replacement for the Aussig and Falkenau plants lying in the Sudeten German territory, which plants according to Czech opinion were endangered; similarly, many brown-coal deposits in Slovakia were acquired. In this way, with the incorporation of the Sudeten German region into the Reich plants and participations formed part of the Aussiger Verein which, on the one hand, had grown originally in an organic manner and under purely German auspices, and, on the other hand, had been consolidated out of political considerations and were purely Czech. To maintain this structure after the incorporation of the Sudeten German region would be a contradiction which could not be justified by considerations of results of a private economic, or population policy, or military-economic nature.

(page 12 of original cont'd)

In view of the above, the purchase of a majority of the entire Koniam - other than the separation of the Sudeten German part - would require prolonged discussions.

especially with the strong central share-holder, Solway, which, if at all - could only be achieved their purpose, through lengthy negotiations in which the most diverse other interests of the Solway Konzern would play a part. Settlement involving such a loss of time is not, however, in the interests of the plants in the Sudetenland which ought to be brought into the new expansion program at once. The relevant plans, however, ²Not be executed, if it is not certain, in the absence of clearly established conditions of ownership, who will ultimately bear the responsibility and the economic consequences of this expansion. In this connection, mention must be made of the fact that, already at the present stage, of the provisional administration of Jussig and F. Kienau, I.G. and Hayden are obliged, in the interest of maintaining operations, assist substantially.

Against the solution that the German group participate with a majority share in the Aussiger Verein even if the association should move its main offices to Aussig. ^{Since the} ~~Since the~~ that one cannot count it ^{on the} ~~on the~~ strong non-German minority will approve the measures in the social and personnel fields which are envisaged by the German side.

- 9 -

(page 14 of original)

German group must be far greater. One can particularly point out here that the German group could furnish its great technical knowledge and the Auesig remaining Konzern (Restkonzern) could furnish its participation there as points of departure for co-operation in the other south-eastern European countries.

As for any further Czech minority participation in a Sudeten German company, to be newly established which would include the Auesig and Falkenau plants, such participation is to be rejected for all sorts of reasons, even if a close economic fusion between Germany and Czechoslovakia should result.

The Czech group will hardly be agreeable to a purely financial participation, i.e., simply based on a capital profit share, since from the German side - in view of the Four Year Plan and the Sudeten German reconstruction program -, the operation and expansion of the plants can not be carried out from profit considerations alone. In the reflection of the Czech partner, therefore, industrial interests will always be to the fore. This cannot be permitted by the German side, because then it could not be avoided to give the Czech partner appropriate rights, such as seats in the administration, and hence insight into the production. The resulting dangers with regard to the national economic and military economic spheres, are quite obvious.

From the point of view of economic policy it would be undesirable if the knowledge which the Czech partner would acquire thereby were to lead to a forced expansion in the rest of Czechoslovakia of the Czech chemical production, with the unpleasant results which have occurred in the past, especially in the export sphere. Since as a result of the separation the chemical production will surely have lost one half of its industrial customers.

(page 15 of original)

on the domestic market as it existed hitherto, the danger of disturbance in the export sphere would be especially great if the remaining plants in Czechoslovakia were to be expanded. On the other hand, the German side would have to withhold patents and information in the expansion of the Sudeten German plants, since leakage of information into Czechoslovakia would have to be feared by the insight offered thus. Added to this, the expansion of the Sudeten German plants - which is not in the interest of the Czech minority - could be hindered by this minority.

(page 15 of original, cont'd)

In the field of expert promotion too an interest of the Czech minority parallel to the German interest cannot be assumed; a circumstance which is of considerable importance in view of the large proportion of experts from these plants.

From the point of view of military economy these reasons have special weight, particularly for the required conversion, primarily in the organic sphere. Here the danger would be that the Czech partner might use for the expansion of Czech industry or even pass on to third countries, his required knowledge.

To sum up: I.G. and Heyden are convinced that a speedy settlement of the question of the separation (Ausgliederung) of the Aussig and Falkenau plants in the Sudeten German area is an urgent necessity. Both firms named particularly fear that the Aussiger Verein might admit Konzern-groups to the circle of its shareholders, with whom arrangements would be much more difficult to make from the German viewpoint than with the shareholders up to this time; here we think primarily of the possibility of influence exerted by Montecatini or a strengthening of Solvay's participation,

(page 16 of original)

Here we may point to the fact that, according to our information, the Direktor General of Aussig-Prague, Basch, was already in Brussels in the past few days with the result, that the participation of Solvay-Brussels in the Neustaditzer Solvay-Werke, - which hitherto amounted only to 50% - , has suddenly been raised to a 51% participation. The same thing happened, according to our information, with the Ebenauer Solvay-Werke in Austria.

In addition, there is the danger that the price demands of Prague would rise, due to the appearance of various German groups which, without being entitled to do so, could conduct discussions with the Prague Konzern management. One can count upon such difficulties in the price question already for the reason, that Prague need not fear a devaluation of the Aussig and Falkenau plants as a result of the measures which were taken by the undersigned firms in the interest of the maintenance of operations of these plants; on the contrary Prague may well profit by simply playing a waiting game.

Illustrative of the attitude of the Prague Konzern management is the content of the letter, of which a photostat is attached. This letter reached Heyden, one of the undersigned firms, today and its content fully confirms our opinion voiced in yesterday's discussion,

TRANSLATION OF DOCUMENT No. NI-13541
CONTINUED

(page 16 of original, cont'd)

and repeated today, namely, that quick action is necessary.

Heil Hitler!

I.G. Farbenindustrie
Aktiengesellschaft

signed: Ilgner
signed: Baefliger

Chemische Fabrik von Heyden
Aktiengesellschaft

signed: Jungel
signed: Strubberg

CERTIFICATE OF TRANSLATION

23 January 1948

I, Gerta KLINNOVA, No. 20151, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the Document No. NI-13541.

Gerta KLINNOVA,
No. 20151.

Case 6
up Dist
up 2.

Ex. 1845

TRANSLATION OF DOCUMENT No. HI-13513
OFFICE OF CHIEF OF COUNSEL FOR
WAR CRIMES

Dr. Doe/Koe

Berlin, 3 February 1944.

(Trans. Note: handwritten note:
finished. file under D Dorrer
labor mobilization Buna)

F i l e - M e m o

(Trans. Note: Handwritten note: Dr. Eckell
10.11)

Re: Discussion in the Office, Berlin on 2 February 1944.

Transfer of 300 assembly workers from As (Auschwitz) to He (Haydabreck).

Present: Prof. Dr. Krauch
Dr. Ritter
Dr. Durrfeld.

(Stamp): 00992

(Trans. Note: Handwritten Note:
Buna: highly concentrated
100% (approx. 98%-99%)
for ISV.

The following facts were under consideration:

- 1.) Gebachen (Plenipotentiary General for Chemistry) must give priority to speeding up the high-concentrate plant He.
- 2.) For this purpose Prof. Dr. Krauch has ordered the transfer of 300 assembly workers (English prisoners-of-war) from As to He.
- 3.) Dr. Durrfeld has stated that he would not answer for this transfer since all the schedules for Buna and diglycol were breaking down.

Prof. Dr. Krauch states that assistance must be given to Haydabreck and that the schedules of the high-concentrate plant are present even more important than Buna and diglycol. After considering the amount of sacrifice to be made by As for this Prof. Dr. Krauch gave the following instructions:

- 1.) In order to overcome the continuous lack of labor, He must establish a large concentration camp as quickly as possible, following the example of As and the mining installations which are being built in the labor district of As.
- 2.) In order to render the quickest possible assistance, Auschwitz will hand over 300 English prisoners-of-war to He as quickly as possible and in return for this will receive 150 German released soldier craftsmen (fit for employment and fit for employment in garrison on home front) from the Plenipotentiary Gen. for Chem. during February.
- 3.) As soon as he has returned to As, Dr. Durrfeld will apply to Stalag for the transfer for this purpose. The division according to trained assembly workers and assistant workers is to be in the same ratio as that of the total number of Englishmen in As.
- 4.) Dr. Ritter, together with Herrn Guenther, will see to it that priority is given to As in the allocation and enrolment for service of the released soldiers. As is entitled to choose these according to occupational and physical suitability out

TRANSLATION OF DOCUMENT No. NI-13512
Cont'd

of the total of 3000 persons available to the Plenipotentiary Gen. for Chem. for SE (Special Assignment??) replacements with priority over all other agencies requiring them.

(Page 2 of original)

The Plenipotentiary Gen. for Chem. will bear with the delay in the schedules for Buna and diglycol which will occur in spite of this arrangement.

signed Dr. Ritter

signed Dr. Duerrfeld

Distribution:
Prof. Dr. Kersch/Dr. Ritter
Dr. Ambros
Oberstltm. Kirschner
Hr. Baesch
Dr. Vengler
Dipl. Ing. Ottenius
Dr. Duerrfeld

CERTIFICATE OF TRANSLATION

I, DOMOTHA L. GALEWSKI, BTO #34079, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. NI-13512.

DOMOTHA L. GALEWSKI,
BTO #34079.

END

-2-

Case 6
exp. Dist. 1
exp. Comm.

Ex 1846

TRANSLATION OF DOCUMENT NO. NI-13517
OFFICE OF CHIEF OF COUNSEL FOR
WAR CRIMES

11 September 1944

To the Director of the Reich
Office for Expansion of Economy
(Wirtschaftsausbau)
Professor Dr. Krauch

Berlin W 9
Saarlandstr. 128

Re: Oil Shale Works Württemberg

Dear Professor Krauch:

The content of your letter of 1 September 1944 surprised me somewhat because in important points it does not correspond to the agreements reached in our conferences. In the enclosure I am adding in duplicate the result reached in these conferences and request you to show you agree with them by signing them.

In consideration of your pointing out that even after the plants are ready for production they should be operated first by the Oil Shale Research Company in order to guarantee the ability to operate (Betriebsfähigkeit), I have disclaimed already in the conference the immediate taking over of the finished plants. On the other hand, however, I consider it necessary to set a date on which the taking over by my company should take place. For this reason I have provided in the agreement for the time being the 1st May 1945 as deadline for the taking over. It is understood that I shall agree to a change of this deadline if it should become apparent that at that point the technical conditions should indicate that a handing over of the plants by the Oil Shale Research Company to my company is inadvisable.

Heil Hitler!

(Signed) POHL

General of the SS and
General of the Waffen SS

(Handwritten note)
W.V. 20.9.

(Handwritten letters)
BM

(Page 2 of the original)

Berlin, 11 September 1944

A g r e e m e n t

between

the Reich Office for Expansion of Economy and
the Reichsfuehrer of the SS and Chief of the German Police,

SS Economy Administration Chief Office
(SS Wirtschafts-Verwaltungshauptamt.)

Regarding the program "Waste" ("Deesert")

- 1) After the Oil Shale Works are ready to operate, the safe guarding of their ability to produce shall be a common task SS/EWA (of SS and Reich Office for Expansion of Economy).
The SS is represented by the Deutsche Schieferöl G.m.b.H. (German Shale Oil Company), Ervingen bei Salingen in Württemberg, which is under the supervision and administration of the Reichsfuehrer of the SS, SS Economy Administration Chief Office.
- 2) Management, and connected with it technical responsibility, lie with the German Oil Shale Research Company which has been charged with it by the EWA.
- 3) The German Shale Oil Company shall aid the management to the best of its ability, in particular inmates (Haeftlinge) will be furnished as laborers.
- 4) The Reich Office grants the German Shale Oil Company an option to all ten plants of the program "Waste", which may not be exercised before 1 May 1945.
It is left to the German Shale Oil Company whether it wants to exercise the option for all plants or only for several.
- 5) As far as the option is exercised, the plants will be transferred from the Reich Office to the German Shale Oil Company. It is left then to the discretion of the German Shale Oil Company to what degree it wants to make use of the cooperation of the German Oil Shale Research Company.
The German Oil Shale Research Company will as far as possible give to the German Shale Oil Company the specialists which have been used by it to run the plant to the date of taking over the works.
- 6) Regarding the question of financing in the taking over of the plants by the German Shale Oil Company a contract will be signed before the taking over, which will correspond to the contract existing now between the German Shale Oil Company and the German Revisions- und Treuhand A.G.

(Signature) Dr. C. KRAUCH
Reich Office for Expansion of
Economy

(Signature) POHL
SS Economy Administration
Office
General of the SS and General
of the Waffen SS.

CERTIFICATE OF TRANSLATION

I, EDWARD J. STEVENS, D-428172, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. NI-13517

EDWARD J. STEVENS
D-428172

Case 6
sup. Wint
g

4x 1847

EXHIBIT TRANSLATION OF DOCUMENT ML-1408
OFFICE OF CHIEF OF COUNSEL FOR L.A. GRIMM

Ministerpräsident Generalfeldmarschall
Goering
Plenipotentiary of the Four Year Plan
V.F. 4437

Berlin
7 March 1940
T.S., Leipziger Str. 3.

Corresponding to the suggestion made in the Sixth
Session of the Generalrat (General Council), there
is attached the text of the statements by Staats-
sekretär Backe.

By order
Signed Dr. Grawsch
(Goering's Stamp) Certified:
(Signature) illegible
Administrative Secretary

To Messrs.

(Handwritten):
To Ambassador Ritter
Initial: Ritter

State Secretaries: Koerner
Neumann
Backe
Dr. Syrup
Kleinmann
Alpers
Unterstaatssekretär von Jagwitz
Reichskabinettsrat Dr. Illuhn
Ministerialdirigent Dr. Brebeck
Ministerialrat Dr. Baermann
Ambassador Eisenführ
Professor Dr. Krawch
Lt. Colonel Gorrath
Ministerialdirigent Marotake
Ministerialdirektor Dr. Grawsch.

TRANSLATION OF WISSENSCHAFTLICHE PROJEKT DOCUMENT No. 1408
OFFICE OF CHIEF OF CONSUL FOR WAR CRIMES

(page 16 of original)

I.P. 3171

Secret

Sixth Meeting of the General Council on 14 February 1940
under the chairmanship of State Secretary KOTTER.

Present:

State Secretaries: Dr. LAUDFELD

BACK

Dr. STUB

FLINZMANN

ALBRECHT

Under State Secretary von JAGOWITZ

Reichsministerialrat Dr. VILLMANN

Ministerialdirigent Dr. KOTTER

Ministerialrat Dr. PAULSEN

Ministerialrat WISSENLOHE (for Ministerialrat WITUL)

Professor Dr. KRAUSE

Oberrichteramt Dr. SCHNEIDER.

1. State Secretary BACK reports on the present situation in the agricultural sphere. The text of his statements will be given to the participants. Of the individual questions already discussed several times by the General Council the following should be specially mentioned:
- a) The difficulties connected with the recruitment of Polish workers are very considerable. It is now unfortunately improbable, also on account of the weather conditions, that it will be possible to bring the intended numbers to Germany for the Spring sowing. During the Spring sowing we shall have to improvise by using members of the Wehrmacht, the Party, etc. If the Poles arrive during the summer, in time for the cultivation and the harvest, it would still be possible to avoid serious difficulties.
- b) The fact that the Wehrmacht has refrained from requisitioning horses until after the Spring sowing, is of great significance.

(page 17 of original)

- c) Fuel for the Spring sowing is in theory assured. It must now be distributed throughout the country; for this purpose filling stations now idle will be used in agreement with the Ministry for Economic Affairs.
- d) The amount of fertilizer transported is not sufficient. TRIMINOV will make renewed efforts to have the intended 5600 trucks available daily. Nitrogen is of primary importance. The success of the harvest largely depends on its transportation.
- e) The supply of seeds will also be affected by transportation difficulties. In a short time there will be an enormous amount ready for transportation.
- f) The supply of fats, as discussed frequently in the General Council, was before the war roughly one-third each of margarine, lard and butter. The proportion has changed considerably. The supply of margarine has now decreased by 200,000 tons. In view of various measures which have been taken the supply of butter can be estimated at 200,000 tons higher. The stocks of pigs will yield the same amount of fat as last year. We cannot count on the import of very large quantities of raw materials for margarine. However, next year we may expect the hoped-for increase in our own production of oleaginous plants the measure for the increase in the production of oleaginous plants in the south-east and the import of a certain amount from Russia. The prospects of obtaining oil from maize shoots have recently improved by the technical solution of the problem. The application of this process to all the maize harvested in south-eastern Europe would yield 240,000 tons of oil, but half of the harvest alone would require 3000 tons of iron for the manufacture of the machinery.

(page 18 of original)

g) It is apparent that the home production of butter is the main factor in the supply of fats. State Secretary RACH mentioned in this connection the increase in the price of milk approved by the Führer and the method of application.

h) The necessary increase of root-crop acreage will be adversely affected by the experiences gained from this year's beet crop. The Ministry of Agriculture considers it necessary to grant a certain compensation to beet farmers who were not able to bring in the harvest in time or to deliver it to the sugar factories.

To this must be added, with the increase of the price of beet chips from RM 5.70 to RM 7.-- per 50 kg, the Reich subsidizing and other equalization funds of the Food Estate thus released.

As a further incentive to beet-growing, sugar allowances are to be granted.

i) The cultivation premiums for increased root crops were briefly mentioned.

k) State Secretary RACH pointed out, with the aid of examples, the great wear and tear of machinery in the sugar factories and made a new demand for 68,000 tons of iron for repairs. In the present iron situation the large-scale construction of drying plants is unfortunately impossible. During this year only six new plants can be put into production. If the allocation is not raised above the present rate of 20 - 30,000 tons, it will be impossible to continue sugar-beet production.

l) In order to make up the sugar requirements Professor VRAUCH will increase the production of glycerine to such an extent that from the end of this year onwards 100 tons per month will be available. This would be the equivalent of 500,000 tons of sugar per year.

(page 19 of original)

3. Payment for Polish workers.

It has been determined that no special fees or taxes are to be collected from the farmers for individual Polish workers. On the other hand it is proposed to levy a fixed monthly rate which will reimburse the Ministry of Labor for travelling expenses paid and will ensure that all parts of Germany receive Polish workers at the same cost. State Secretary SYMKE will explain the details in the course of a meeting to be called by him.

3. Increase of female employment.

Since the beginning of the war the number of women employed has dropped, although a large number of new workers have been recruited. This is partly to be explained by the change in family conditions. The Party and the labor administration will now attempt by means of propaganda and warnings to bring back into productive industry those women who have given up work.

4. State Secretary FUCHS proposed that the new import allocation be discussed during the next few days, on the basis of the quota proposals received from the Ministry for Economic Affairs.

Under State Secretary von JACOWITZ is being requested to investigate the possibilities of importing brick tea from Russia. This would save the extensive transportation of cereals which are required for the production of coffee substitute.

(signed) Dr. GRAMSCY.

Distribution list:

TRANSLATION OF EXCERPTS FROM DOCUMENT No. EG-1408
CONTINUED

(page 20 of original)

Distribution List:

| | |
|-----------------------------------|-----------------|
| State Secretaries: KAUTER | 1 copy |
| VERMANN | 1 " |
| BACH | 1 " |
| Dr. SYMP | 1 " |
| ELTINGER | 1 " |
| ALPER | 1 " |
| Under State Secretary von JAGWITZ | 1 " |
| Reichskabinettst. Dr. WILLERS | 1 " |
| Ministerialdirigent Dr. BREMER | 1 " |
| Ministerialrat Dr. BAUMANN | 1 " |
| Minister BISEL | 1 " |
| Professor Dr. KRAUCH | 1 " |
| Lt. Col. GUTHRIE | 1 " |
| Ministerialdirigent MAROTTE | 1 " |
| Ministerialdirektor Dr. GRAMSCH | 1 " |
| | <hr/> 15 copies |
| | Extra copies 5 |
| | <hr/> 20 copies |

*A CERTIFIED TRUE COPY
END

CERTIFICATE OF TRANSLATION

12 February 1948

I, Kathleen STOUT, 201 40, hereby certify that I am a duly appointed translator for the German and English languages and that the above is a true and correct translation of the excerpts from Document No. EG-1408.

Kathleen STOUT
201 40

END

can be
up. right
H

Exh # 1848

TRANSLATION OF DOCUMENT NO. SI-13761
OFFICE OF CHIEF OF COUNSEL FOR WAR
CRIMES

(Handwritten) Dr. Ba.

Firm
Friedrich B o o e
Belaholtstr. 61-67
Cologne/Rhine - Wickendorf

439 Bc

26 June 1940

Delousing Institute Concentration Camp Mauthausen

Dr. Basche from our firm is at present undertaking a trip to the Ostmark. He can be contacted at the Hotel Greis in Vals, in the afternoon of 27 June and in the morning of 28 June. Afterwards, he will go to Vienna. On the return trip from Vienna to Munich he could stay in Linz so that, if necessary, a visit to Mauthausen could be included.

We, therefore, request you to forward your decision either by telegram directly to Dr. Basch in Vals or to send it to us so that we can forward it to Dr. Basche in Vienna, (the Vienna address is not known to us so far).

HERBERT-LINGLER O.M.B.H.

(Initial illegible)

Copy of this letter was sent to
Mr. Fr. Boos to Reglin.

CERTIFICATE OF TRANSLATION

I, JOHN J. BOLL, AGO NO. A-444412, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. SI-13761.

JOHN J. BOLL
U.S. Civilian
AGO NO. A-444412

END

Carls
ap
H

TRANSLATION OF DOCUMENT No. NI-13782
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

Exh # 1849

Firm
Friedrich B o s s
Reicholtstr. 51-57
Cologne/Bismarck-Bismarck

B/E 4 May 1940 90012 B 5 May 1940

Releasing Institute KLB (Concentration Camp Buchenwald)

We gratefully acknowledge your detailed statement, according to which it seems also to us imperative to thoroughly discuss the matter with the SS-New Construction Management (SS-Neubauleitung).

We will gladly visit the SS-New Construction Management at the Concentration Camp Buchenwald together with you on 15 May. On 18 May we must be back again in Frankfurt/Main because of some other matter. The undersigned will probably come to Buchenwald himself. We request you to inform the New Construction Management accordingly and to let us know as soon as the date has been definitely decided upon.

HERBERT LINCOLN G.C.B.R.
(illegible signature)

CERTIFICATE OF TRANSLATION

I, JOHN J. HOLL, AGO #A-44412, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. NI-13782.

JOHN J. HOLL,
U.S. Civilian,
AGO #A-44412.

Case 6
ref 11

TRANSLATION OF DOCUMENT No. NI-13782
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

Exh # 1849

Firm
Friedrich B o c k
Belnholtstr. 51-57
Cologne/Rhine-Biekenhoff

B/E 8 May 1940 90012 Bn 6 May 1940

Dehousing Institute KLB (Concentration Camp Buchenwald)

We gratefully acknowledge your detailed statement, according to which it seems also to us imperative to thoroughly discuss the matter with the SS-New Construction Management (SS-Staubausleitung).

We will gladly visit the SS-New Construction Management at the Concentration Camp Buchenwald together with you on 16 May. On 18 May we must be back again in Frankfurt/Main because of some other matter. The undersigned will probably come to Buchenwald himself. We request you to inform the New Construction Management accordingly and to let us know as soon as the date has been definitely decided upon.

HERMUT-LINGNER G.m.b.H.
(illegible signature)

CERTIFICATE OF TRANSLATION

I, JOHN J. BOLL, ADO #A-44412, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. NI-13782.

JOHN J. BOLL,
U.S. Civilian,
ADO #A-44412.

E N D

Case
ref #

Exh # 1850

TRANSLATION OF DOCUMENT No. NL-13783
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

Firm

Friedrich B o o s
Hahnholzstr. 61-67

Cologne/Rhine - Bickendorf

B/K

5 February 1943

439 Bn

17 February 1943

Concentration Camp Nachtweiller - Delousing Institute

We thank you for sending us the copy of your letter of 5 February to the Construction Management of the Wehrmacht-SS and the Police of the Concentration Camp Nachtweiller/Aleppo, to whom we wrote today in accordance with the attached copy. We also are attaching the enclosure mentioned in our letter.

Heil Hitler!

HERBERT LINGLER O.S.-b.H.

349
1801

CERTIFICATE OF TRANSLATION

I, JOHN J. BOLL, AAO #A-444412, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. NL-13783.

JOHN J. BOLL,
U.S. Civilian,
AAO #A-444412.

END

Case 6
sup. dist.
26

EXH # 1851

TRANSLATION OF DOCUMENT No. NI-13784
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

Firm

Friedrich B o o s
Heinholdstr. 61-67

Cologne/Rhine - Bickenlopf

439 Zn/Po

16 September 1940.

Concentration Camp Sachsenhausen
& Mercury-Spring thermometers TS 150/101.

On the basis of the sub-contracting order of 6 September 1940 which was sent to us, we immediately filled out a corresponding sub-contracting order to the delivery plant. This plant requests from us today the order number of the army agency which gave the order and which is unknown to us.

We request you to notify us immediately of the order number, possibly by telephone, since otherwise a delay in the delivery would take place.

HERBERT-LINGLER G.m.b.H.
(illegible initial)

CERTIFICATE OF TRANSLATION

I, JOHN J. ROLL, AGO #A-44412, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. NI-13784.

JOHN J. ROLL,
U.S. Civilian,
AGO #A-44412.

END

Case 6
Dist. Ct.
NY 4

Ex. 1852

TRANSLATION OF DOCUMENT NO. HI-13567
OFFICE OF U.S. CHIEF OF COUNSEL
FOR WAR CRIMES.

RECORD OF INTERROGATION
of: Dr. Gustav Schlotterer
by: Mr. Randolph H. Newman
on 17 December 1947 from 15,30-16,30 p.m.
Stenographer Emma Narr.

- Q. You were just going to say that Mr. Laufer interrogated you here and then you went for the same affair with the Justice Mission to Berlin?
- A. To Berlin. I spent 10 days there and was at the disposal of other gentlemen as well as of Mr. Laufer.
- Q. I just wanted to clear up some other questions with you as long as you are here. Have you talked to the defense in the meantime?
- A. No, I have nothing to do with the defense.
- Q. My questions are as follows: The I.G. representatives told us repeatedly that it was the idea of the Reich Ministry of Economics that German industry should take advantage of the opportunity of 1940 and subsequent years in order to acquire assets abroad. The I.G. representatives described it in a way as if the Reich Ministry of Economics had given actual orders along those lines to German industry, including I.G. I will read you later some of the statements that they made. But first of all I would like to hear from you what you know about it in general.
- A. Do you mean abroad, or in Russia particularly?
- Q. I am speaking in particular about France after June 1940. First of all: if such orders had been given, would you have had to know about them?
- A. Not necessarily; for our so-called special departments dealt with the occupied territories, so that special orders by I.G. could have come first from the Chemicals Department in the Reich Ministry of Economics and secondly from the Four Year Plan.
- Q. No, I am speaking only of the Reich Ministry of Economics.
- A. Only of the Reich Ministry of Economics?
- Q. You wouldn't describe the Four Year Plan as a department of the Reich Ministry of Economics?

(page 2 of original)

- A. Then there was the Chemicals Department.
- Q. You mean Ungewitter?

- A. No, I mean Herr Malert and his department.
- Q. Besides your department and Malert's could there have been any other department in the Reich Ministry of Economics which could have given such orders?
- A. Perhaps the Generalreferat (special department) run by Herr Kehrl. He often had special orders for the occupied territories.
- Q. And you mean that these 3 offices exhaust the possibilities, or could a fourth one have come into consideration?
- A. No, not a fourth one.
- Q. Did these 3 agencies know about each other? Was there any kind of coordination between them?
- A. Coordination along general lines. But not always in concrete matters.
- Q. As far as these general lines are concerned: was it the purpose and opinion of the Reich Ministry of Economics that orders should be given to German industry to acquire participations now in France?
- A. It was in general the opinion that participations could be acquired on the condition that no pressure be applied to the French side, that is to say, that agreements between the French and Germans should be voluntary.
- Q. Dr. Schlotterer, tell me quite frankly, is that really true, I mean, you don't need - no one is under the obligation to incriminate himself, and perhaps you are speaking in your own interest?
- A. I should like to emphasize that what I have just said was the line I took in our department and I should like to declare that I can state it under oath. And I request that, if it were important to hear witnesses, - there are written instructions which we gave the military commanders in the West in this respect. But I am quite aware that -
- Q. Are you speaking now about your department?
- A. About main department V in the Reich Ministry of Economics.
- Q. Did these three agencies belong to it?

(page 3 of original)

- A. No, that was another agency.
- Q. Did you belong to this department?
- A. I did.

TRANSLATION OF DOCUMENT NO. WI- 13567
CONT'D.

- Q. It had issued the directive that such participations were not to be acquired by the use of harshness?
- A. Yes.
- Q. Can you tell me who issued these directives?
- A. Main department V.
- Q. Who was that personally?
- A. It was I myself and, for example, the person we had in charge of France.
- Q. Who was that?
- A. Ministerialrat Roth who was in charge of France and Belgium.
- Q. And you had issued the directive in writing that it should be done without coercion?
- A. Perhaps you could ask Herr Michel who was chief of the military administration in France. I am sure he can still remember it. In Belgium I myself was -
- Q. Can you please tell me rather more plainly what you believe that Michel must remember?
- A. That in the period which directly followed the Armistice French economic circles were very nervous; especially banks. German industrial firms had made very clumsy attempts at first to make an abrupt appearance in these circles and to create enterprises for themselves there. This worried Michel in France and Falkenhausen in Belgium. I talked to Michel about it and we were both of the same opinion that if participations were to be won in France, on no account should this be done by the exercise of pressure, since in that way everything would be spoilt. As regards my department I can state quite positively under the oath I have taken, that it kept to these directives. I know Dr. Mulert to be a very fine man, and although I cannot say anything absolutely concrete here, I am

(page 4 of original)

almost sure that he, too, acted on similar lines. Herr Kehrl was considered to be bolder and, although I don't want to say anything bad about him here, Herr Kolb in Paris who worked under Herr Michel was considered to belong to the same school of thought (as did Kehrl). But what particular things Herr Kolb did, and whether he did anything at all of this kind, I can't say. I know that M. Reinbre, a Frenchman who was in the employment of I.G. Farben, complained bitterly to me later, it may have been at the beginning of 1944, of how the Francolor agreement had been made. There was no doubt that the

TRANSLATION OF DOCUMENT NO. HI- 13567
CONT'D.

French did not give in of their own free will. These conversations were attended also at the time by the Paris representative of the American Morgan Bank, who agreed with Reinro. Reinro based it all on the fact of general pressure; by that I mean, or he meant, a combination of I.G. and the military authorities. Dr. Michel, according to what Reinro says, went to Laval in order to get the Agreement put through; until the very end there was argument about the question of the I.G. participation: whether it should be 50:50 or 51:49%.

Q. Your department had nothing else to do with the Francolor-Agreement? When you had read the "new order" and discussed it with Farben, was that all your department had to do with it?

A. Yes.

Q. What about Mulert's department?

A. Since, with regard to France as occupied territory, the Chemicals Department was competent not only for this particular I.G. case, but in general for questions involving the relations of the chemical industry to France, Mulert would have to know all about it.

Q. He no longer remembers anything about it. At least that is what he told me under oath.

A. His right hand and perhaps the leading brain in the department was a very capable young Oberregierungsrat, Dr. Hans Hoffmann. I am not quite sure of his first name. (To identify him he is better known as Chemicals-Hoffmann)

(page 5 of original)

Q. How was contact established actually between Farben and the authorities?

A. Partly through personal discussions between the person or persons in charge in the Reich Ministry of Economics and the competent people in I.G. on the one hand, and partly by submitting particulars in writing which served for the information of the Reich Ministry of Economics or for the granting of a written authorization.

Q. Were there any particular connections?

A. Speaking for myself I can say that certain people like Herr Krueger or Herr Torhaer were particularly close to me. I also knew them privately. I suppose that in the same way other members of I.G. knew people in the Reich Ministry of Economics.

Q. How did you have contact with Krueger and Torhaer?

A. I often met them at home.

- Q. Did you know them before they went to I.G.?
- A. No, I only got to know them in 1936/36.
- Q. They were already with I.G. then and you were with the Reich Ministry of Economics?
- A. Yes, as far as I remember.
- Q. Did the people in the Reich Ministry of Economics come to you? Did you discuss industrial questions with them?
- A. It would happen like this: in the Reich Ministry of Economics people would be talking about things connected with their service and then perhaps Tordner would ring up and say: would you like to come over, we have some people in, and then I would go over. Or Herr Krueger would say, I have some company this evening and so-and-so will be there we are going to talk about Roumania, and then I went.
- Q. Did you know only these two people personally, or do you remember talking to others?
- A. These two gentlemen were close to me personally. I was on a personal footing with them, whilst I must say as regards the others that I only met them officially for matters of service. I only met Ilgner on a service footing and Herr Mann too, as far as I remember.
- Q. Did you have conferences with Herr Ilgner and Herr Mann in connection with

(page 6 of original)

the French industry?

- A. That I can no longer say for sure.
- Q. You also told me before you have more or less forgotten everything that was connected with the "new order"?
- A. I won't say that, only the I.G. case is no longer very clearly in my mind, and that is due to the fact that I turned over the case very quickly to the Chemicals Department, and did not see it through.
- Q. Have you any memories left of the "new order"?
- A. As regards the "new order" my task did not consist of working out separate projects. That went to the special departments. I had to draw up a general plan and make a general proposal, and when this proposal was ready on quite general lines, I withdrew as it were from the entire affair.
- Q. I should like to ask you again: was President Kehrl an opponent or a friend of I.G., or had he no definite attitude to I.G.?

TRANSLATION OF DOCUMENT NO. NI-13567
CONT'D.

- A. I believe that in some cases he showed opposition to I.G.
- Q. On the strength of your personal knowledge, would you consider it probable or possible that Herr Kehrl should give I.G. the order to acquire majority participations in Franco, or to show its interest to any great extent at all in Franco? In other words: do you consider it possible that, if in its actions in Franco I.G. was carrying out Government orders, it was Herr Kehrl who gave the order?
- A. I do not consider it probable, but with Kehrl everything was possible. For Herr Kehrl was a very impetuous man. When Herr Kehrl thought of something, then he just did it, and he did some paradoxical things too.
- Q. But you don't know anything about his giving an order in the case of I.G.?
- A. I know nothing about that.

(signed) Emma Narr
Stenographer Emma Narr

(signed) Randolph H. Newman
Randolph H. Newman (interrogator)

(signed) Dr. Gustav Schlottorff
Dr. Gustav Schlottorff (witness)

CERTIFICATE OF TRANSLATION

I, DOROTHY E. PLUMMER, USFET 482, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document No. NI - 13567.

16 January 1948.

DOROTHY E. PLUMMER
USFET 482.

(E N D)

Case 6
sup. District
4

4x 1853

TRANSLATION OF DOCUMENT NO. NI-4896
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

INVESTIGATIONS CONCERNING THE LEADERS OF THE
I.G. FARBER INDUSTRIE
FRANCOLOR COMPANY
STATEMENT OF MONSIEUR THESMAR

I, Charles GERTHOFFER, deputy-prosecutor of the French Republic at the Tribunal of the Department of the Seine, on temporary duty with the International Military Tribunal for War Crimes, assisted by Miss Francoise Boucly, aged 28, secretary attached to the above-mentioned Tribunal, who swore to carry out faithfully the duties of court-reporter I had conferred on her when I was on duty in Paris;

In connection with the investigations concerning the activities of the leaders of the I.G. Farben Industry;

Summoned to appear before me M. Georges THESMAR, aged 39, a chemical engineer, chairman of the St. Denis Dyestuff Company (Societe des Matieres Colorantes de St. Denis), located 80, avenue Henri Martin, Paris 16e, who, having sworn to tell the whole truth and nothing but the truth, deposed as follows:

The industry of synthetic dyestuffs dates back to 1856, when "MAUVEINE" was discovered.

This industry was carried on in France, from its very beginning, by the firm POIRRIER of St. Denis, which in 1856 had already been producing wood-extracts for dyeing purposes and for tanneries for some 20 years.

TRANSLATION OF DOCUMENT NO. NI-4886
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES
CONT'D

During the following years, French chemists developed new methods of producing dyestuffs; in 1859 "FUSCHINE" was discovered, and in 1860 "PARIS VIOLET". A few years later, ROUSSIN discovered the first sulphonated aniline dyestuffs.

The Treaty of FRANKFURT in 1871 created a situation which was not very favorable for the development of the French dyestuff industry

TRANSLATION OF DOCUMENT NO. NI-4886
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES
CONT'D

because of the customs regulations imposed upon our country.

The firm POIRRIER which I have just mentioned was transformed in 1891 into a joint stock company under the name of "ST. DENIS DYE STUFFS AND CHEMICAL PRODUCTS COMPANY". The industrial plants of this company were grouped together in several neighboring factories in St. DENIS, Seine.

Before the war in 1914, this company was the only one in FRANCE, (apart from those factories in France which were branches of the German dyestuff industry), which went in for production on a big scale of the intermediate materials necessary for the manufacture of dyestuffs.

Page 2 of original

In other words , the St. Denis company produced not only the raw materials themselves but all the products which were needed in turn for the final manufacture of the dyes.

Before the war in 1914 as well, the most important German companies which were later to join up and form the I.G. FARBEW INDUSTRY had a total of six branches in France where the products which had already been prepared and sent from Germany, received their final transformation or were given merely a standard form before they were put on sale.

After the war of 1914 - 1918, all these different German plants in France except one, which had been destroyed in an explosion, were bought from the Office of Frozen German Assets, by French dyestuff companies, according to the articles concerning private property and interests

TRANSLATION OF DOCUMENT NO. NL-4898
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES
CONT'D

in the peace treaty, (SAINT CLAIR DU RHONE and the NATIONAL
DYESTUFF COMPANY, which was subsequently absorbed into the
"KUHLMANN" company.) The SAINT DENIS company never bought
assets of this kind.

Between 1920 and 1930, the French dyestuff industry,
which had

(Page 2 of original, cont'd.)

developed considerably was obliged to put up a real fight against the I.G. FARBEW INDUSTRIE, both on the home markets and abroad. After innumerable discussions a temporary Franco-German agreement was signed on 15 November 1927 between I.G. FARBEW and the following French companies: the Firm KUHLMANN, the ST. DENIS company, SAINT CLAIR DU RHONE, the Firm STEINER in VRANON, DURAND & HUGUENIN in HUNINGUE, the company of MULHOUSE DORNACH and the Chemical Products and Dyestuffs Company in MULHOUSE.

This Franco-German agreement which was approved by the French Government, was extended in 1929 and 1930 to the Swiss Dyestuffs industry, then in 1930 to the British Dyestuffs industry represented by the IMPERIAL CHEMICAL Industry.

German dyestuff companies and later the I.G. FARBEW-INDUSTRIE had always sought to extend their field of industry all over the world; I learned for instance in 1930 from a German named LOWENGARD who was a representative of the I.G. FARBEWINDUSTRIE, that in 1913 he was put in charge of starting negotiations with M. POIRRIER, who was at that time the principal leader of the ST. DENIS company, in order to acquire for the BADISCHE ANILINE certain plants belonging to the SAINT DENIS Company. These proposals were not accepted; the I.G. FARBEW had built factories in the UNITED STATES and in ENGLAND; it had acquired considerable interests in Italy and in Spain.

(Page 3 of original)

In these circumstances it is not surprising that after the Armistice of 1940 the I.G. FARBEW used every means to

TRANSLATION OF DOCUMENT NO. HI-4886 CONT'D.
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES.

(Page 3 of original, cont'd.)

extend its hegemony to the countries occupied by Germany and especially to France.

At the beginning of November 1940 I was informed by the Ministry of Industrial Production that I was to appear before the Armistice Commission in WISSEUSEN, accompanied by M. DUCHEMIN, the chief manager

(Page 3 of original, cont'd.)

of the KUHLMANN Company. Neither I nor he had expected this summons as we had had no contact with the Germans since the Armistice.

On Interrogation. At that time I did not know whether anyone else had had direct or indirect contact with the German authorities or with the I.G. FARBEN with respect to the French dyestuff industry. I do not know whether M. PROSSARD had any contact of this nature; at that time he was in the non-occupied zone and only came back to PARIS some time in October 1940. Anyhow, when he came back to PARIS he did not say anything to me on the subject. When we arrived at the meeting in WIESBADEN on 21 November 1940, neither M. DUCHESNEAU nor I know whether anyone belonging to the French dyestuff group with or without authorization had entered into negotiations either directly or indirectly with the German authorities or representatives of the I.G. FARBEN. We were very astonished when HEIMEN, the German chairman of the Armistice Commission, started his speech by saying that during the month of August General HUNZIGER had transmitted to him the wishes of the French dyestuff producers to have a conversation with their German colleagues.

At the same meeting on 21 November 1940, attended by HEIMEN, SCHOEN, VON SCHNITZER, TER MEER, WAIBEL, KOLB and EUGLER on the German side and by MM. RATY, BLANCHARD, ALLIER, CASTETS, DRILLIEN, DUCHESNEAU and myself on the French side, the Germans informed us that the agreements of 1927 were broken and that the French industrialists would have to come to an agreement with their German colleagues.

TRANSLATION OF DOCUMENT NO. 51-1886 cont'd.
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES.

(Page 4 of original, cont'd.)

The chairman HENKES, was especially violent and so was
SCHNITZER, the representative of I.G. FARBEN; they shouted
and sometimes banged on the table. They pretended that
we were insulting them by referring to the 1927 agreement
after the German victories of 1940. SCHNITZER gave us a
summary of the conditions which the I.G. FARBEN meant to

Page 3 of original (cont.)

impose on us and which were aimed at a complete enslavement of the French dyestuffs industry.

HEBGEN supported the allegations of his fellow-countrymen and urged us to accept the so-called agreement which was forced upon us.

Page 4 of original

adding that if we refused the fate of the French dyestuffs industry would be settled by the peace treaty, and in the meantime we should have to deal with the German military authorities in FRANCE.

In general, we were not able to discuss anything, we were simply faced with a real ultimatum.

Shortly before he closed the meeting, HEBGEN made it clear to us, that if we accepted "they" would respect our existence by putting us under the control of the I.G. FARBER. We realized that if we did not accept, we should disappear entirely; the plants would have been dismantled and the personnel dispersed.

The meeting on the following day, 23 November 1940 was held only between the leaders of the I.G. FARBER (von SCHWITTLER, UDE MEER, WILHEL and KUGLER), M4 DUCHENIE, GASTENS, and myself. It was the intention of the representatives of I.G. FARBER to notify us about the details of the agreement they wanted to impose upon us. They accused our industry of having spoliated them. At which I protested, emphasizing how old the company was. In January of the following year I resumed my protests in a memorandum which I sent to SCHWITTLER and a copy of which I am submitting to you. (I took the copy in question in order to attach it to this statement).

At the above-mentioned meeting on 23 November 1940 we did not bind ourselves to anything; we said that we would get in touch with our Government.

TRANSLATION OF DOCUMENT NO. 10, 11-4556 (cont.)
OFFICE OF CHIEF OF CONSOLE FOR WAR CRIMES

Page 4 of original (cont.)

We did so on our return to PARIS. BICHELORE, who at the time was Secretary General for Industry and Home Commerce, advised us not to accept, but told us not to break off the negotiations. In his opinion a rupture might give the Germans an excuse for taking over the whole of the French chemical industry. In accordance with his instructions we made a counter-proposal for the creation of a salina combining with a French majority of shares. This counter-proposal was presented to the Germans in PARIS on 20 January 1941. It was rejected because it did not satisfy the leaders of I.G. FARBER.

From this time on the negotiations continued but on the Government level; we had indeed been forced to accept the principle of the creation of a company which would amalgamate all the French dyestuff factories, but we still held out as regards the extent of German participation.

On 10 March 1941, I was called to the office of the I.G. FARBER in Paris, simultaneously with MM. DUCHESNE, FROSSARD and de KAP-HEER. We found there the leaders of the I.G. FARBER who had been present at the meetings in WIESBADEN on 21 and 22 November 1940. Von SCHMITZER told us that the Vichy Government had given its consent in principle to the creation of a Franco-German dyestuff company in which I.G. FARBER would hold 51% of the stock.

Page 5 of original

We expressed our astonishment and begged to be allowed to consult our Government, which we did that very same evening.

On 12 March 1941 Dr. MICHEL, the representative of the Military Government in France, accompanied by his collaborators, called a meeting at the Hotel MAESTRO. Different French officials in charge of economic questions (BARREAU, PUCHEUX, BICHELORE and BLANCHARD), MM. DUCHESNE and FROSSARD and the leaders of I.G. FARBER, who have

TRANSLATION OF DOCUMENT NO. NI-4266 cont'd.
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

Page 5 of original (cont'd)

already been mentioned, were present.

At this meeting the Germans disclosed the agreement of the French Government to the creation of a Franco-German company and maintaining the French cystuff industry in which the I.G. FARBER would have 51 % of the shares. With a few reservations PUCHEUX confirmed the Vichy Government's agreement. However, it had been agreed that on the German side there should be no request for a majority participation in any branch of French industry, based upon the precedent which was thus created, and which must never be anything but an isolated case due to "the historical development and the existing technical and commercial facts."

MR. DUKEIN and PROSSARD could not raise objections and were obliged to accept.

That is how we were forced to create the FALCOON company with the conditions imposed on us by the I.G. FARBER leaders.

Any opposition on our part would only have resulted in a complete and final dismemberment. By giving in we hoped to gain time, to ensure the safety of our plants, which form an important part of our national inheritance, and to keep our personnel, when the Germans would certainly not have failed to employ directly, and who now, by our agreement, stayed under French direction.

It was this attitude which made it possible to prevent the production of explosives in our factories and to restrict as much as possible the production of cystuffe, which was the only, or almost the only production of our factories during the occupation.

On Intercession. In exchange for the 51 % of stock in FALCOON, the I.G. FARBER handed over to the three French companies 12,750 shares in I.G. FARBER of a value of 1,000 marks each, resulting from an increase of capital made at that time. These shares were frozen, we were not

TRANSLATION OF DOCUMENT NO. NI-4886 cont'd
OFFICE OF CHIEF OF COUNSEL FOR THE TRIALS

Page 5 of original (cont'd)

allowed to touch them, and they gave us no right of control over I.G. Farben. The only payment my company ever received was a dividend of about 20,000,000 francs, paid in 1942.

Ronda, persists and signs, having approved the crossing-out of 6 words which were omitted from the text as void.

Signed: THEODORE WERTHOFFER

Stamp of the International Military
Tribunal for War Crimes.

TRANSLATION OF DOCUMENT NO. HI-4886 (cont.)
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

Page 6 of original

MEMORANDUM OF THE ST. DENIS DYE-STUFFS COMPANY
HANDRED OVER TO VON SCHNITZLER BY M. THESMAR ON
30 JANUARY 1941.

In reply to the expose transmitted on 20 November 1940, the Saint Denis dyestuffs company wishes to stress the fact that at no time of its existence did it ever profit from the technical experience of the I.G.

As a matter of fact, this company, which was set up more than a century ago, has always enjoyed complete administrative and financial independence and has never received the least direct or indirect technical help from German dyestuff firms.

In 1858 it manufactured the first synthetic dye, "Mauveine", in 1859, it manufactured "Fuchsin", and, in 1860, "Paris Violet", a dye which was discovered by Lauth and Dardy in Saint Denis, and which, today, is still very important and has earned for its inventors the famous golden medal of the 1867 Exhibition. A few years later (1876-1878), Rouvin discovered the first sulfonated aniline dyes, and the plant in St. Denis put on the market the orange dyes, Eoscolline, Chrysoline, the substitutes for Orseille, Erythrosine and other synthetic dyes.

The Treaty of Frankfurt in 1871 created a situation for the company in St. Denis, which was very unfavorable for its development especially as far as customs were concerned. In spite of this, the St. Denis company opened the way for modern sulfurated dyes, by putting on the market in 1873 the Gachons de Leval and later in 1893 Vidal black which was a forerunner of the black made with sulphur and based on dinitrophenol, which later on acquired a world-wide importance.

TRANSLATION OF DOCUMENT NO. NI - 4886 (cont.)
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

Page 6 of original (cont.)

It must be mentioned that of all the dyestuff plants which existed in France in 1914, including branches of German firms, the St. Denis company was the only one which went in for a large scale production of the intermediary products which were necessary for the manufacture of dyes, such as nitrobenzin, anilin - which it has produced since 1880 - naphthylamines, naphthols and their derivatives, and because of this fact it enjoyed complete technical autonomy.

What would have been the impression made on the German plenipotentiaries if in 1918 the St. Denis company had claimed a position similar to the one it held in 1870 in the dyestuff field?

In the course of the period between 1930 and 1940, the Saint-Denis company continued, quite independently, the development of its various manufactures of dyes and intermediary products. From a historical point of view, its rights are therefore incontestable and unassailable, and there is nothing that could justify its being put under the protection of a foreign firm.

Certified true copy

Certified "No variatur"

signed: FERRAS

Paris, 6 January 1947

Signed: G. GERSHOFER

SLMP:

International Military Tribunal for War Crimes.

CERTIFICATE OF TRANSLATION

I, DOMENY E. FLUGER, hereby certify that I am thoroughly conversant with the English and French languages and that the above is a true and correct translation of the Document No. NI-4886.

22 July 1947

DOMENY E. FLUGER

USPT 482

- 10 -

E n d

Copy 6
apm. Dist. 4

Ex. 1854

TRANSLATION OF DOCUMENT NO. 1114
OFFICE OF U.S. CHIEF OF CONSUL
FOR THE CHIEFS.

I. G. FARBE-INDUSTRIE AKTIENGESELLSCHAFT

Press Department

From: "Völkischer Beobachter" Nr. 317 of November 13, 1937.

A Decade of Franco-German
Dye-stuffs Agreement.

Economic contrasts compensated in the field of
chemistry.

In this month of November, 1937 it is 10 years since an agreement was signed between the French and German chemical industry aiming at reciprocally satisfying the interests of both parties in the field of dye-stuffs. This date is especially noticeable because it refers to the jubilee of an industrial understanding arisen in connection with the Franco-German accord to negotiations from 1926 to 1927 and in a sense was corroborated as an extract of the treaty of commerce of 1927. This understanding could exist independently, survive all vicissitudes of the Franco-German trade policy and besides, moreover, the germ for a number of other important agreements with third parties which span today the largest part of the world.

In addition to the important agreements covering iron and metallic ores, the Dye-stuffs agreement for good reasons was regarded as one of the nuclei of fundamental questions of Franco-German understanding in the field of economy. The cooperation by both industries for regulating the Franco-German Dye-stuffs interests, was simple and new as to plan and manner of execution. A period not too far away was chosen as a basis and quotas of production and sales were distributed between both parties; these quotas being calculated pro rata to the percentage of quantities sold and proceeds earned in the course of the period concerned. No discrimination was made between home and foreign business, but a world quota was fixed; it was, however, agreed upon between the parties concerned that sales in each other's home markets, should only be made in so far as a direct demand for the products existed in the market. In consequence of this arrangement the French group which had never sold to Germany, abstained also in future from selling to the German market, whereas the German group remained with such products in the French market only, while in concert with the French group, should be offered to the French customers for the purpose of completing the French offer.

TRANSLATION OF DOCUMENT 100-1116
CONT'D.

In the foreign markets of the two partners a close working was effected in such a way that for instance the large German agency organizations in China, British-India and elsewhere were entrusted to watch at the same time the French interests and that in countries where the French industry maintained its agencies a close cooperation of the confidential representatives was realized. The principle was always applied to safeguard the complete autonomy of both parties and their complete independence in the field of scientific, technical and commercial activity. In consequence, no special price arrangements were made; both parties had a free hand in fixing prices and their assortments were not adjusted mutually. In their chemical constitution and in their colorist use the products of the two groups underwent no change. This was, however, no hindrance to closely cooperate also in the technical field in so far as, at request, both partners rendered themselves mutually assistance in such cases where the whole of the economical interests of the parties concerned was involved.

Originally the agreement was intended to be part of a general union in the field of chemistry. Later on, however, a direct necessity proved not to prevail for such a general union. The particular problems arising in the remaining fields of chemistry could be solved each one for itself in a suitable way also in absence of a general agreement. The Greestaff agreement thus became the sole main agreement, but its key position was without change maintained for the regulation of the whole of the relations.

Owing to this agreement it was possible to satisfy to the fullest extent the justified claims of both partners without imposing restrictions on the markets. Above all one of the paramount objects of the understanding consisted not to prejudice in any way the customers in their rights of disposal but on the contrary to further their interests. We thus succeeded in maintaining without any sacrifice the preservation of our common world business over the difficult years of the world crisis. The partners compensated unavoidable market fluctuations by taking, in case of German supplies in excess of the need, French products to be worked up in the German factories and in the opposite case the French group sold German Greestaffs to its foreign markets.

(Stamped Number):

331682

(page 2 of original)

In the beginning it was necessary for both partners to adapt themselves to the new regulation embodied in such agreements. For the German partner it meant relinquishing a series of things which had come into existence as a consequence of the war and thus renouncing the attainment of important possibilities as they existed prior to 1914; for the French group it meant the conclusion of an evolution supported by favourable conditions in the political field and the adaptation in percentage to the future position of the German partner disposing of a by far more important volume of business.

TRANSLATION OF DOCUMENT NO. 51-1114
CONT'D.

The opinion prevailing with both partners to have done at this time the right thing, was expressed on the occasion of a banquet recently given in Paris by the French Group to the German representatives.

Both parties are of the opinion to have proved in these past 10 years how successfully Germans and Frenchmen can stand cooperation for their mutual benefit and both are convinced to have done, apart from furthering the direct interests of chemical industry, useful work for their home countries in joining themselves together after long years of keen competition and thus equalizing the economic differences at any rate in the chemical field.

Dr. Georg von Schnitzler

Member of Board of Directors and Central Committee
of the I.G. Farbenindustrie Aktien-Gesellschaft.

CERTIFICATE OF TRANSLATION

I, WILHELM LAYR, AGC D 429874, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document No. 51-1114.

23 January 1948

WILHELM LAYR
D 429874.

(E X D)

Case 6
up. Distribute
q

4x 1855

TRANSLATION OF DOCUMENT No NI-5810
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

Position of the internal discussions
in regard to the French dyestuff
factories.

31 October 1940

illegible marginal notes

1. Since I.G. Farben has no buying interest either in the anorganic aspect nor in the side lines of the very complicated KUELMANN Konzern, the dyestuff part of the establishments KUELMANN will be separated and together with the rest of the French dyestuff industry form a new company. Separation of the organic part of the E.K. will be done by a straight sale to the new company.

2. The French dyestuff company will then comprise:
 - a) the production plants of the E.K. for the manufacture of dyestuff, organic byproducts, auxiliaries for dyeing and accessories for textiles, plastics and artificial products will not come within the dyestuff combination.

handwritten notes:
to a) according
to opinion of Mr. S.,
to be taken over as a
whole(?)

Ad a) - Question: Is production at the Villers and Oiseell plants organized on such lines that it will be possible to separate it from the other plants?

- b) All of St. Denis, since this plant is practically based on organic production only.

- c) St. Clair du Rhone;

- d) Etablissements Steiner, Vernon;

- e) Mabboux & Camoll, Lyon;

- f) Société des Matières Colorantes de Croix-Masquahal, Paris;

also the plant of the Etablissements KUELMANN at Rieco-Ertvelde. The delimitation according to firms is based on the assumption that

- a) the company for chemical products and dyestuff at Muehlhausen will be taken over by the I.G.;
- b) the plant Hueningen of the E.K. will stop production, or be taken over by the I.G.;
- c) Dornach with its plants at Muehlhausen and St. Clair will come within the German sphere;
- d) the Winnica, too, will come within the German sphere.

(page 2 of original)

3. The French dyestuff production company could be registered as follows:

- a) the name KUELMANN to be kept for the anorganic part of the company but without the word:

"Compagnie Nationale de Matières Colorantes";

(page 2 of original cont'd)

- b) a new firm to be registered, e.g. under the name:
"Manufacture Française de Matières Colorantes";
 - c) the dyestuff interests to be united under the holding
of the firm St. Denis.
4. With regard to the shareholding interests the following possibilities are under discussion:
- a) 51 % I.G. holdings of the production and sales companies with both companies located at the same place;
 - b) 50 % I.G. holdings of the production company and 51 % of a sales company with a corresponding change in its partners, the Centrale des Matières Colorantes, Paris, could be used as sales company. The sales company ought to be separated locally from the production company as otherwise personnel and material intermixing with other departments will be unavoidable.

Notes to a) and b):

handwritten
note:
Pointed out
in our commit-
tee on 4
November that
General Direc-
tor after
so-called 11
is, it is
therefore
recommended
that 51 % be
demanded.
initial

A 51 % I.G. holding will place the primary responsibility for the future of the company on the shoulders of I.G. Considering the future possibilities in France this is no small thing. In particular it cannot be avoided for long that the plant be given a certain technical development. On the other hand, an I.G. majority in the French dyestuff production will mean complete German predominance. This is not only of great importance under present conditions but also for the future. Even now rather considerable restriction in production will be necessary since there is no adequate demand in France. Furthermore, various productions which, from the German-French point of view, are quite unnecessary will have to be stopped, e.g., certain dipping dyestuffs and naphthole, and perhaps indigo, too.

(page 3 of original)

Inflated firms, in particular, which had relied on compensatory deliveries from the I.G., must be reduced to a sensible size. A company with 50 % of the shares still in French hands will not easily submit to such drastic measures. Sales management, too, will be easier with an I.G. majority - particularly with regard to export, for the French will always try wherever possible to go their own way and try to find some compensation in export for the loss of home consumption. This difficulty would in fact have been met by a sales company with a 51 % I.G. holding. Furthermore, it has to be considered that the interests of the production and the sales companies are not always dovetailed: the first can for technical reasons produce more or different products than are needed by the sales company.

5. With interests divided among one production company and one sales company, the production company would have to deliver all ready-for-sale products to the sales company at actual costs. Profits, accordingly, could only be shown by the sales company.

(page 3 of original cont'd)

Whether such a solution is possible has still to be considered in view of the fact that the production company is highly capitalised, whereas the sales company is naturally (capitalised) on a low scale and the profits, on the other hand, and that is probably (profits) of a considerable size, will only be shown by the sales company.

6. With regard to the question of the capital of the new French production company the following must be borne in mind:

In 1937-1938 the sales value of the GMS-production was about 30 million RM per annum. It must of course be taken into consideration that at that time the French franc was already depreciated, and furthermore that the sale of auxiliaries for dyeing, accessories for textiles and organic by-products is not contained in that sum, but the total amount would not thereby be greatly altered.

Alsace-Lorraine which consumed ...% of the total amount of the French dyestuff production, will in future no longer be available as a market; the same applies perhaps to the Lille district (Roubaix, Tourcoing); furthermore, a downward tendency of the buying and consumption power of the French will result in a decrease in demand; therefore, the future imminent turnover value of the company will hardly be higher than ca 15 million RM which would be equal to a share capital of the same figure according to the standard formula of "Turnover to capital as 1 : 1".

(page 4 of original)

7. Questions of personnel.

- a) Appointments to the Aufsichtsrat:
Members of the German and French members and chairman.
- b) Appointment to the directorate of the production company of German and French personnel:
Members and chairman.
- c) Appointments to the sales company of German and French personnel:
Members and chairman.

8. Miscellaneous.

- a) Old agreements will not be taken over; this will also apply to the agreements with the Basler Farbenfabriken and the ICI. What other agreements of this sort exist?
- b) The E.K., or the French, must undertake not to restart, either directly or indirectly in France or outside France, the production of such products which will be taken over by the new company, nor to assist either directly or indirectly such undertakings by a third party.
- c) Clear definition of the position of the new French company towards St. ions.

TRANSLATION OF DOCUMENT No. SI-5810
CONTINUED

(page 4 of original cont'd.)

- 1) Employment and restriction of the activities of Mr. EHRICH and Mr. MICHELL in France outside Paris to the spheres of nitrogen and artificial products.
- c) What has been undertaken by CMO in Latin America?

(page 5 of original)

OFFICE OF U.S. CHIEF OF CONSUL
FOR WAR CRIMES
APO 124-A U.S. ARMY

STATE VERIFICATION ANALYSIS

By: E. Meyer
Date: 10 March 1947

Doc. No. SI-5810

Title and/or general nature: Memo on the status of the discussions in regard to the French-German dyestuff industry.

Date: 31 Oct. 1940

Source (Location of original, etc.):

I.G. Farben Control Office, Grisebach Street 51 g. Room 22,
JULF. 179, section 5.

PERSONS, FIRMS OR ORGANIZATIONS INVOLVED:
I.G. Farben

TO BE VIEWED UNDER INDEX REFERENCE READINGS:

SUMMARY (Indicate page nos.): (4 pages)

Because I.G. Farben is only interested in the dyestuff industry, that part of the Tuhlmann concern will be separated and united with the rest of the French dyestuff industry. Unification of all of the French dyestuff industries which are to be united, and its effect on the individual plants. The advantages or disadvantages of a 51% participation by I.G. in a French production and sales corporation.

CERTIFICATE OF TRANSLATION

May 23, 1947

I, Annette Vellach, 20101, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the document No. SI-5810.

Annette Vellach
No. 20101

"END"

Case No.
sp. District
✓

Ex 1856

TRANSLATION OF DOCUMENT No. RI-8450
OFFICE OF CHIEF OF COUNSEL FOR 'A' CASES

I.G. Berlin 100 7
Unter den Linden 62

Rubber Stamp:
Department Farben
Ins: 27 Feb. 1942
Replied

To
Dr. v. KUIBISCH,
Director

Legal Department, Berlin SO 36
Legal Department Farben, Frankfurt/M.
Legal Department Chemische, Frankfurt/M.
Law Department, Leverkusen
Law Department, Ludwigshafen
Law Department Carlswerk Hoeschberg G.m.b.H.
Leuna Werke (Kraus Hoeschberg)

| | | |
|---------------|---------------|--------------|
| Our refs | Tel. Ext. No. | Date |
| Legal Depart. | 2439 | 25 Feb. 1942 |
| Hrs/Ar/555-61 | | |

Rubber Stamp:
Dr. K. check mark
Dr. v. B. shorthand note, illegible
Dr. illegible absent
Dr. v. T. shorthand note, illegible

How Contracts are affected by the War. Strictly Confidential!

Through the Reichsgruppe Industrie (Reich Group Industry) we received the following copy of a strictly confidential circular dated 28 January 1942 of the Reich Office (Reichsstelle) for Foreign Trade.

"Reich Office for Foreign Trade Berlin, 28 Jan. 1942
III 2^a No. 9/42

Strictly confidential!

Concerning: Continued existence of contracts concluded before the beginning of the war between German firms and nationals of European Countries, which war or still are in a state of war with Germany.

Pursuant to the strictly confidential circular of the Reich Office for Foreign Trade I No. 2066/40 dated 14 Dec. 1940 (concerning the continued existence of contracts concluded before the beginning of the war between German firms and French nationals.)

TRANSLATION OF DOCUMENT No. VI-2450
CONTINUED

(page 1 of original, cont'd.)

In reply to numerous inquiries addressed to this office we wish to inform you that economic contracts of all kinds, especially contracts with commercial representatives which were concluded before the beginning of the war between German firms and nationals or firms in European countries which were, or still are, in a state of war with Germany, are to be treated in accordance with the guiding principles laid down in the circular of the Reich Office for Foreign Trade I No. 2066/40 dated the 14 Dec. 1940.

In accordance with same, contracts, the continued existence of which after the end of hostilities lies in the interests of the German partner, are to be tacitly considered as continuing and to be adhered to by the German partner, while contracts, which were to the disadvantage of German firms, are to be considered as having been invalidated through the war and do not have to be adhered to.

In the latter case, firms are to be given the following guidance on enquiry:

Economically, politically or racially objectionable representatives should be dismissed, and other business connections be broken off immediately by the firm, who should give the changed circumstances as reason but steer clear of any legal discussions.

(page 2 of original)

Such contracts must, however, not be cancelled, in cases where they were continued at the old conditions after termination of hostilities, for such a cancellation would imply that the German firm considered the contract still valid up to the date of its cancellation. In such cases, the German firm should much rather inform their foreign partners that they considered the old contract as cancelled, and after outstanding claims have been settled, as well as the return of catalogues and price lists supplied to the foreign firms. Only in case the foreign representative or partner should seriously object to this manner of cancelling the contract, should the German firm be advised to dismiss him without notice as a precaution. In case this is followed by legal proceedings, the German firm should report to the Reich Office for Foreign Trade through the local Office for Foreign Trade (Aussenhandelsstelle). The competent civil and military commandants in Belgium, the North of France, the Netherlands, Serbia and Greece may intervene in these proceedings if required. The payment of a compensation must not be held out on principle to the representatives and business partners which are to be dismissed.

signed: D'GEN

signed: RAUBARTNER

Legal Department

Signature: Illegible

TRANSLATION OF DOCUMENT No. NI-8450
CONTINUED

CERTIFICATE OF TRANSLATION

29 September 1947

I, Edith L. STEINER, Civ. No. 20 150, hereby certify that I am
a duly appointed translator for the German and English languages
and that the above is a true and correct translation of document
No. NI-8450.

Edith L. STEINER
Civ. No. 20 150

Ex. 1857
up. Dist. 1

Ex. 1857

TRANSLATION OF DOCUMENT NO. 71-7330
OFFICE OF CHIEF OF COUNSEL FOR
WAR CRIMES

AFIDAVIT

I, Herman SCHULZ, after having first been warned that I will be liable for punishment for making a false statement, state herewith under oath, of my own free will and without coercion, the following:

POLAND

(BORUTA, POLA, WITIC)

On 7th September 1939 Herr von Schnitzler sent for me. He said that according to German reports, Lwow might be expected to fall in a day or two. The Polish dye factories would then fall into German hands. Herr von Schnitzler said that it was now time to contact the Reich Ministry of Economy (RWM) immediately. For one thing, he explained, our dye factories - all except Wolfen - were situated on the Rhine, where they were exposed to attack from the air, so that Boruta could be made an alternative factory; secondly, we must put in an appearance, as otherwise there was a possibility that other circles might attempt to take possession of the factories and ruin the efforts which would have to be made for years to re-establish orderly conditions in the Polish market. Herr von Schnitzler hinted that he feared that a kind of Hottentot-Germany might develop there. When I objected that sufficient staff were not available for this, von Schnitzler remarked: "They will take their staff from us by means of labor conscription". For this reason, von Schnitzler meant to propose to the RWM that we should take over the Polish factories and administer them as trustees. I was to take over the commercial side of the administration. I seemed to have the necessary qualifications for this office, as I had managed the Polish business for ten years. Dr. Schneider, who worked for I.G. in Wolfen, was to be made technical manager.

Von Schnitzler dictated the telegram of 7th September 1939 in my presence and dispatched it to Berlin.

On 14th September 1939 I was with Schnitzler in Ministerialdirigent Kulert's office in the RMW. It was my first meeting with Kulert, whereas von Schnitzler was already acquainted with him. Von Schnitzler described and justified his position, the essential points of which he had already made clear in his telegram of 7th September 1939. When the question of ownership was discussed, von Schnitzler pointed out that half of Winnica belonged to I.G. and half to the French; that Boruta was controlled to a considerable extent by the Polish State Finance Bank (polskiego skarbowego "kasy" - "kasa"); that Wola was a Jewish family concern; and that Pabjanice was British owned.

Kulert explained that the firm of I.G. could not be appointed trustee, but that he was glad to have Herr Schooner and myself nominated and that he would look into the matter and inform us. We asked us to put in writing the points which we had raised in conversation. After this, in the REFI premises in Berlin, von Schnitzler wrote the letter dated 14th September 1939, which was signed by Herr Krueger instead of by myself, as I was, of course, mentioned in the letter. The RMW reacted to this on 14th September 1939 by appointing Schooner and myself trustee-administrators of the three Polish dye factories: Boruta, Wola and Winnica. The RMW stated expressly that this appointment did not constitute any right of purchase in favor of I.G. I can also say from memory that the RMW made it a condition that the management of the plants should be adapted to meet the requirements of the German war economy and the German export trade with neutral countries. We were, of course, well aware that there would be no question of exporting to other countries on account of the expense involved.

Beruta was situated in the area which was incorporated into Germany, whereas Wola and Winnica were in the so-called General-Gouvernement. I.G. obtained from the Main Trustee Office East (Haupttreuhandstelle Ost) an authorization to remove apparatus and equipment from Wola and Winnica and transfer them to Beruta. Later they also requested and received permission to transport such apparatus or equipment to the Reich proper. The reason for this was that it was impossible to manufacture in Wola under war conditions. We did not want to let the new beta-oxy plant stand idle when it could be utilized in Beruta. As far as I know, nothing was dismantled or removed except the beta-oxy plant in Wola and the analyzer equipment installation in Winnica. As regards the Winnica complex, all the apparatus which could be used was removed and sent to Beruta. In view of the difficulty of procuring such apparatus, I did not hesitate to take it for Beruta or I.G. and to remove it from Wola and Winnica.

As far as I know, Dr. Doleschall's activities in Poland were confined to the dye factories. He had nothing to do with the administration of the Polish dye factories. I cannot understand why Herr von Schlabach, in a letter dated 3rd April 1940 which had just been brought to my notice, proposed that a sum of money be paid to Dr. Doleschall in recognition of the valuable assistance he had rendered in the administration of the Polish dye factories.

We - i.e. Dr. Schoenher and myself - did not treat the Polish workers differently from the German ones. I certainly heard, however, that Herr Reinsig, who was taken over by Beruta from the I.G. plant in Wolfen, went up Polish workers. I discussed the matter with Dr. Schoenher and Dr. Matzdorf and requested that these abuses should be abolished. I do

not know whether I was successful. It is also true that a percentage (I think 10% to 20%) was deducted from the wages of the Polish workers and directed to a special Posen fund (Posenfond)*. We took pains to balance this to a certain extent. It is likewise a fact that Polish workers were evicted from their dwellings if German authorities needed space for their officials. The German police took action in that case.

I learned that there were concentration camps at Auschwitz about the fall of 1941. I did not find out until a later date - probably 1943 or 1944, and through the English radio - that I.G. employed prisoners of this concentration camp in its own plant at Auschwitz. I learned of the extermination camps in the same way and at the same time. Then I paid a short visit to the site there in the summer of 1945. I certainly saw prisoners in blue and white striped garments.

* Translator's note - Fund collected and kept in Posen.

I have carefully read each of the 2 (two) pages of this declaration and have signed them personally. I have made the necessary corrections in my own handwriting and initialed them, and I declare under oath that I have given the full truth to the best of my knowledge and belief.

(signed) Hermann SCHEER

Sworn to and signed before me this 24th day of June 1947 at Palace of Justice, Nurnberg, Germany, by HERMANN SCHEER, known to me to be the person within the above affidavit.

(signed) RAYMOND E. HILLMAN

Attorney
U.S. Civilian # 397712
Office of Chief of Counsel for
War Crimes, U.S. War Department

CERTIFICATE OF TRANSLATION

I, Mona A.M. Macleod, hereby certify that I am thoroughly conversant with the English and German languages, and that the above is a true and correct translation of the Document NO. NI-7369.

June 25, 1947

MONA A.M. MACLEOD
M.P. 37384
U.S. War Department

Case 6
sup. Dist. 4

Ex. 1858

REGISTERED

(Translator's Note: Handwritten
Note: Co. 19/5

To the
Reichskommissar for the
Strengthening of Germanism

Attention: Attorney Scheffer
BERLIN
Kurfurstendamm No. 142

A. W.

Report

on the visit to the Firm Chemical Industry "Beruta" A.G. Egers on
16 May 1941 12.00 hours - 14.30 hours
of Dr. Moser, Government Vicepresident and head of the HTO (Rumpitron-
handstelle Ost- Main Trustee Office East) Litzmannstadt
Dr. Born, Deputy head of the HTO, Litzmannstadt,
Back, HTO, Berlin

Two Messrs. Outbrot
Dr. Heesler
Reception by Director Schweb, Acting Administrator (Komm. Vorwelter)
Dr. Matzdorf, Technical Plant Manager,
Dr. Savelberg, Head of Accounting

Dr. Moser explained the object of the visit: Inspection of the plant and
procurement of Data on figures. By order of the HTO, Berlin all data on
figures are to be given to Messrs. Outbrot and they are to be allowed to
examine the books.

Following it an inspection of the administration building and the factory
installations took place. After it was finished the gentlemen from the
HTO. took their leave.

Herr Dr. Heesler made a second round through the factory installations,
accompanied by Dr. Matzdorf who on Dr. Heesler's request informed him on
the following production capacities:

| | |
|----------------|----------------------|
| Azo dyes | 350 - 400 ton a year |
| Nitrobenzene | 800 " " |
| Aniline | 600 " " |
| H-Acid | 150 - 200 " " |
| Benzenesulphol | 200 " " |
| Hydrosulphite | 300 " " |

(Page 2 of original)

17 May

41

In the meantime, Messrs. Outbrot received the following detailed figures
in the office in reply to their questions.

| | | <u>Dyestuffs</u> | <u>Chemicals</u> | <u>Total</u> |
|---------------------|----|------------------|---------------------|----------------|
| Turnover | RM | 2,592,716.- | 3,123,003.- | RM 5,714,719.- |
| 1939 | kg | 435,911 | 3,227,713 | — |
| average for 1 kilo: | RM | 4.95 | average for 1 kilo: | RM 0.96 |

TRANSLATION OF DOCUMENT No. VI-1169
(Cont'd)

| | | | |
|-------------------|----------------|-------------------|-----------------|
| Turnover | | | |
| 1940 | RM 1,095,759.- | 531,935.- | RM 1,625,696.00 |
| | Eg 220,776 | 743,893.- | |
| average for 1 kg. | RM 4.95 | average for 1 kg. | RM 0.71 |

It was specified in regard to the turnover developments:
The turnover before the war was obtained in the former Poland while protective customs tariffs were in existence, which amounted to about RM 5.- for 1 kg. as far as dyestuffs are concerned.

The decline in turnover in 1940 results from the following conditions:
The decline in employment and the conversion of the textile industry in Litmannstadt and Bialitz, necessitated by the war economy. These industries were main customers for the dyestuffs produced by "Boruta"; the loss of the Eastern Polish markets with the textile district Bialystok which territories had gone to Russia; the adaptation of the selling prices to the price level in Germany proper. The average monthly expenses were about RM 150,000 against an average monthly turnover in 1940 of about RM 135,000.- These expenses were paid

| | | |
|-----|---|-------------------|
| for | Wages | about RM 50,000.- |
| | average wage per hour | |
| | RM 0.50 - 0.55 | |
| | Salaries | " " 29,000.- |
| | payment according to | |
| | wage scale for commercial and | |
| | technical employees | |
| | Raw materials | " " 75-80,000.- |
| | on the basis of January/March 1941 | |
| | - decreased purchase of raw materials | |
| | due to traffic embargo | |
| | Current consumption | " " 7,000.- |
| | Purchaser of current | |
| | E(Electricity)-Works, Egiers kWh 6.06 Pf. | |

(Page 3 of original)

The question about the possibilities of procuring raw materials was answered to the effect that coal, benzene and so on, obtained from the former suppliers in the Upper Silesian industrial district within the frame work of the quotas allocated by the competent economic control offices. Due to the location of the "Boruta" the rail freight expenses for the raw material supplies are high. The rail freight for coal for instance amounts to about 60 % of the total price, delivery to factory included.

At that time there are employed:

397 workers, of them: 100 Germans and 297 Poles
36 technical employees, of them, 12 Germans and 25 Poles
59 commercial employees, of them: 24 Germans and 35 Poles

Total staff: 494 of them: 136 Germans and 358 Poles

Further concrete questions were not asked by Messrs. Outbrot and Dr. Rosler.

It was possible to tell from the way they asked their questions that

they have no practical experience in the production and sale of tar
byestuffs.

Reil Hitler!
Chemische Industrie "Boruta" A.G.
Trustee Administration

(signed) Initial S (for Schwab)
Director Hermann Schwab, Acting Administrator

(Page 4 of original)

Director Hermann SCHWAB

at present at Litzmannstadt
17 May 1941
König-Heinrich-Str. 55

To the firm
I.G. Farbenindustrie Aktiengesellschaft
Management Department D122

FRANKFURT/Main/30

Re: "Boruta" A. G., Egiers

Following today's telephone conversation with Herr Eckert, I am sending
you enclosed 2 carbon copies of my report to the Reich Commissioner for
the Strengthening of Germanism in Berlin mailed today on yesterday's
visit of Messrs. Outbrot to "Boruta".

The general impression of the visit gained by Dr. Matsdorf, Dr. Savelsberg
and myself is that this is in the nature of a running fight. This follows
already from the short duration of the visit of 2 1/2 hours, of which a good
hour was used up for the first walk round the plant, and from the questions
which we were asked in so little detail. The first inspection tour
together round the factory was made with the speed of an express train due
to lack of time of the HTO. men. Not inspected for that reason were the
anthraquinone building, the Pharma building and the new raw materials
store. In the plant they only asked: "What is produced?" None of them
noted down the technical data given by Herr Dr. Matsdorf in the boiler
room. During the second tour of Dr. Matsdorf with Dr. Hoesler - which
took again about 1 hour - the latter again only looked at the Anthraquinone
and Pharma buildings from the outside. He was not particularly interested
in it, as Dr. Matsdorf was in general under the impression that Dr. Hoesler
did not think much of the "Boruta". Moreover Dr. Hoesler seems to be an
inorganic chemist, for he does not know the benzidine process. During the
conversation which Dr. Savelsberg and I had with the two Herr Outbrot in
the office, the

(Page 5 of original)

questions were asked only by the older of the two brothers. The younger
one, who is at present on leave from the army because he was wounded in
France did not ask any questions at all. It seems he was in a great hurry
to get away again. When the gentlemen from the HTO. took their leave
after the first tour of the factory, I heard that a second factory inspection
was intended for the afternoon. I could not gather from the conversation
what enterprise was concerned.

When introducing Dr. Matsdorf, Dr. Savelsberg and Hanescher, I dropped the
remark that, at present, there are 9 more gentlemen from the I.G. active
in "Boruta" at the expense of I.G. to assist the trustees, besides the two
trustees active in an honorary capacity. These are Dr. Matsdorf, Herr

TRANSLATION OF DOCUMENT No. HL-1168
(Cont'd)

Ticks /dying plant/, master locksmith Heinsig /Wolfen/ Schmidt /fire brigade-works police - air raid protection/, an employee of Boruta Kadoch, who is an ethnic German is being trained in Wolfen at the present time to substitute for Schmidt/, Dr. Sevelberg, Henacher, Fischer of the V.M. (?) Litzmannstadt /bookkeeping department/, Kratz of Hoechst /Balancing operating costs (Betriebskostenabrechnung)/ Kraemer of Wolfen /estimate department/; the latter only for a few weeks. Dr. Moser replied that such an activity in an honorary capacity generally is not desirable to the ETO., it should rather stress that the costs of the provisional administration should be borne by the plant concerned. In answer to this I told Dr. Moser that Dr. Schoener and I were appointed by the Reich Ministry of Economy, in September 1939, that the possibility of the "Boruta" becoming an alternative to which production could be switched (Ausweichbetrieb) in case of war damages in the West had to be considered that the "Boruta" even today is in action only because it worked on sub-contracts for I.O. orders, among other things war-important on preliminary product for production of Buna and that proper technical and commercial care and control (Betreuung) of the "Boruta" is not possible without the provision of assistance by I.O., because instead of the

(Page 6 of original)

Polish personnel which has left German export personnel is not to be had at all from anywhere else. Dr. Moser replied that he only wanted to emphasize the basic principles of the ETO. by his statements, which were in no way directed against the I.O. which could afford it after all.

Heil Hitler!
(Initial) S (for Schwab)

(Translator's Note: Handwritten Note:)
With best regards

(signed) Illegible

1 Enclosure

CERTIFICATE OF TRANSLATION

I, DOROTHEA L. GALEWSEY, ETO No. 34079, hereby certify that I am thoroughly conversant with the English and German languages, and that the above is a true and correct translation of Document No. HL-1168.

DOROTHEA L. GALEWSEY
ETO No. 34079

(E N D)

Case 8
np. Disch
9

CA. 1859

TRANSLATION OF DOCUMENT NO. 11 - 1127
OFFICE OF CHIEF OF CONSUL FOR THE UNITED STATES

I. G. FARBENINDUSTRIE AG, FRANKFURT (MAIN) 20

Directorate - Department Farben

16 January 1941. 2

Director Hermann S o k w n b , Litzmannstadt

Director Dr. P. Schöner, Völsen.

RECEIVED

Gentlemen

Subject: "Porula", Eisern.

We do not wish to fail to transmit to you enclosed, for your strictly confidential and personal information a copy of the letter which, in consultation with Dr. Fer Meer, Dr. von Schaitaler sent to Oberbürgermeister (Chief Mayor) Dr. Winkler. We shall keep you informed on further developments.

I. G. FARBENINDUSTRIE AG, FRANKFURT (MAIN) 20

(Translator's note): 3 Stamps
signed per Robert signed per Kufow.

Enclosure

(Page 1 of original) enclosure)

I. G. FARBENINDUSTRIE AG, FRANKFURT (MAIN) 20

16 January 1941.

To
Oberbürgermeister Dr. Winkler
Hauptverwaltungsstelle Ost
(Main Trustee Office East)

Berlin

Potsdamerstrasse 23.

Dear Oberbürgermeister,

At the recent meeting of the Aufsichtsrat of Ila I had an opportunity to inform you on the status of negotiations which my firm is conducting with the Main Trustee Office East, with regard to the purchase of the plant Chemische Fabrik "Porula" in Eisern, near Litzmannstadt. At the last meeting which took place on this subject the representative of the Reichskommissar für die Festigung

des Deutschen Volkstums (Reich Commissioner for strengthening Germanism) stressed the point of view that one expects I.G. Farbenindustrie Aktien-gesellschaft primarily to do positive reconstruction and improvement work in the Warthegau. We are willing to take this point of view into consideration, and I am authorized to confirm herewith my oral statement that I.G. Farbenindustrie Aktiengesellschaft takes upon itself the binding pledge to invest within the next 5 years in the Warthegau a total of at least 5 million Reichsmarks, in addition to the purchase price of Forsta. We thereby wish to contribute also for our part an important share to the industrialization of the Warthegau because we fully agree with your intentions that the Warthegau, which has been won back for the German people, is to serve not only as an agricultural surplus region but, as an element of mixed economy, also to constitute the economic backbone for the strength of the German people in the East.

After a thorough examination we have projected the following plans for Forsta:

1. In order to strengthen Germanism we consider it an especially urgent task to create in the vicinity of Egiers and with appropriate distance from the Forsta plant a settlement for the employees of the plant which, initially, we propose to cover 100 apartments. In this settlement the latest experiences are to be utilized which were made in the settlement constructions in Greater German space.

carbon copy
(Page 2 of original enclosure)

i.e. in a mixed construction style to provide for in the strict sense, settlers' homes including an appropriate land allocation, as well as for buildings having several stories, for the use of employees who are not inclined to do to a considerable amount of agricultural work after completion of their duties.

2. To strengthen the spirit of common bonds among the racial German elements of the employees the construction of a community house is planned which, in addition to a room for meetings is to have a plant kitchen, a canteen, a library and similar facilities. Provisions for plant sports activities will likewise be made.
3. A prerequisite for the strengthening of nationality (Volkstum) among the employees is the provision of appropriate hygienic facilities in the plant which will comply with the requirements of the German Trade Inspection (Gewerbeaufsicht). Therefore, the creation of appropriate washrooms, bathing facilities and dressingrooms is proposed, as well as facilities providing for medical attention for all of the employees as they are presently available in all German plants.
4. The Forsta plant installations for production recall for a complete adaptation to modern installations. It will be inevitable to abandon completely and break down a part of the existing plant buildings and to erect in their stead new plant installations which meet requirements and are bright and airy, in which the products of Forsta (organic products and dyestuffs) can be manufactured under hygienically satisfactory conditions and according to the principles of modern manufacturing processes. After the completion of this modernization the Forsta production of organic products and dyestuffs on the whole will have reached a level which surpasses the peak at any time reached under Polish management; as a result Forsta will be the leading production site in the organo-chemical field for the requirements of the Warthegau and of the Government General.

5. In subsequent developments we are going to include Borsia for all of our firm's planning of new installations in the Greater German Reich. For the time being it will be our task to expand Borsia for such new manufacturing as is to be initiated on a result of the expected industrialization of the Warthegau.

Carbon copy
(Page 3 of original enclosure)

With the progress planned for the Warthegau in water routes, in water power plants and in the distribution of power we later on hope to be able to include into our planning large-scale chemical plants also.

You were kind enough to indicate to me in a general way your approval of such plans in principle. In particular you said so that it is desired to encourage important firms from Germany proper (Altreich) for a participation in the economic development of the Warthegau. I believe that once we have taken root in the Warthegau, along the lines planned here, a condition will quite naturally result by reason of which and to the extent that technical prerequisites will so permit, the Warthegau, too, will be taken into consideration for projects which we may launch from time to time. The transfer of the Borsia plant providing for commitments as here described would constitute a first step for firmly establishing I.G. Farbenindustrie Aktiengesellschaft also in the Warthegau.

I consider the disagreement which still exists between our and your experts as to the purchase price immaterial, a just agreement on this should undoubtedly be possible without undue difficulties.

Because you yourself were kind enough to reserve the decision to your own discretion, I should like to ask you to get a date for me and my technical colleague, Dr. Ter Meer, - possibly in the first half of February, preferably Monday, 10 February, or Tuesday, 11 February, - when we can make our personal report.

Yours very truly and Well Hitler

signed: v. Schnitzler.

Carbon copy.

CERTIFY/DATE OF TRANSLATION

I, Martha G. EUBEN, 123 So. 1-04235, hereby certify that I am thoroughly conversant with the English and German languages, and that the above is a true and correct translation of document No. 51 - 1197.

MARTHA G. EUBEN
U.S. CITIZEN
AGG NO. 1-04235.

(E F D)

Case 6
sup. District
C.

Ex 1860

TRANSLATION OF EXCERPTS FROM DOCUMENT No. NI-8423
OFFICE OF CHIEF OF COUNSEL FOR THE CRIMINAL

D.B. (Board of Directors meeting)
No. 4/34

MINUTES

of the Board of Directors meeting (Cooperative Sales
Organization Pharmaceutica "Bayer")
at Leverkusen on 14 March 1934, at 9.30 A.M.

| | | |
|----------------------|------------|--------------------|
| <u>Present were:</u> | W.R. Mann | (Chairman) |
| | Lindner | |
| | Mentzel | |
| | Huber | |
| | Bolz | (part of the time) |
| | Dankochler | " |
| | Fette | " |
| | Kloppel | " |
| | Langguth | (minutes writer) |
| | Mellin | (part of the time) |
| | Merk | " |
| | Faulmann | " |
| | Schelde | " |
| | Schmitz | " |
| | Schmaucke | " |
| | Spilmann | " |
| | Schoenck | " |
| | Thiemann | " |
| | Troedel | " |
| | Wagner | " |
| | Woth | " |
| | Zahn | " |

(page 6 of original)

162) Invitation by the Central NSDAP Headquarters, Munich.

HOEPLIN and LINDNER will take part in the Conference for the drafting of a new Drug-Law, for which our Firm has been invited to Munich on 22 March by the Central NSDAP Headquarters.

(page 13 of original)

Approved:
(Signature) MANN.

CERTIFICATE OF TRANSLATION

25 June 1947.

I, Mary Flack PERRY, Civ. No. 20136, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the document No. NI-8423.

Mary Flack PERRY
Civ. No. 20 136.

-1-
"END"

Case 6
up. Dist. 6

Ex 1861

TRANSLATION OF EXCERPT
FROM DOCUMENT No. NI - 7630
OFFICE OF U.S. CHIEF OF COUNSEL
FOR WAR CRIMES

Werner Schnitz
Pharma B 2.

Leverkusen, 13 December 1940

Professor H. Hoerlein,
E l b e r f e l d.

Dear Professor,

Ref. France / Licence Agreement with Rhone -
Poulenc and Specia.

On behalf of Consul General W.R. Mann, I
enclose the documentary material for the licence
agreement to be concluded with Rhone-Poulenc and
Specia, as follows:

- 1) The German text of the licence agreement
with some slight alterations made in the
text today, as compared with Rhone-Poulenc/
Specia's original text, which is before us.
- 2) A list of "Bayer's" products compared with
those of Rhone-Poulenc/Specia, which
served us as a basis for negotiations in
Paris.
- 3) A record of the conferences of 29 and 30
November and 2 December 1940.

Heil Hitler!

(signed) SCHNITZ

.....
CERTIFICATE OF TRANSLATION

I, Mona A.E. MACLEOD, MEP 38347, hereby certify
that I am thoroughly conversant with the English and
German languages and that the above is a true and
correct translation of excerpt from Document No.
NI - 7630.

25 September 1947

Mona A.E. Macleod
MEP 38347

Case 6
sup. Dist. Ct.
E

TRANSLATION OF EXCERPTS OF DOCUMENT No. HI-1411
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

(page 1 of original)

Ex. 1862

Minutes of the 31st Pharmaceutical Main Conference on Friday, 26 July 1929,
beginning 9:00 o'clock, in Koblenz, Koblenzer Hof.

Present under the chairmanship of Director Dr. Amelburg:

| | | |
|-------------------------|---|-----------|
| Director Dr. LACHENWITZ | } | Elberfeld |
| Director Dr. MEHLER | | |
| Director Dr. SCHULZ | | |

| | | |
|------------------------------------|---|---------|
| Director Prof. Dr. Lautenschlaeger | } | Koblenz |
| Director Dr. Scholl | | |

| | | |
|------------------------|---|------------|
| Director Wilh. H. MANN | } | Leverkusen |
| Director Dr. FRIED | | |

.....
(page 3 of original)
.....

II. Sales matters.

1. Taking over the Behring Works.

"The taking over of the Behring Works can only be effected after the taking place of the general meeting on the 8th of August. Nevertheless, the preparations for this / taking over / are to be carried forward to a point so that immediately afterwards the concentration of the total sales apparatus in Leverkusen can be executed."

.....
CERTIFICATE OF TRANSLATION
.....

I, ALFRED H. ELBAU, AGO #A-165513, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of excerpts of Document No. HI-1411.

ALFRED H. ELBAU,
U.S. Civilian,
AGO #A-165513

E E D

Case 6
up. District
4

Ex. 1863

AFFIDAVIT

I, Anton MERTENS, living at Leverkusen-Schlebusch, Kalkstr. 222, born on 12 January 1896 in Erfeld,

after having been informed that I am liable to punishment for making false statements herewith state under oath of my own free will and without duress the following:

1. On 15 February 1923, I entered the Pharmaceutio-scientific Department of the former Farbenfabriken vorm. Friedrich Bayer, Leverkusen. From 1923 to 1935, I was employed by this firm, subsequently by the IG Farbenindustrie AG, Leverkusen, in Japan. From 1935 on I was employed as the head of the pharmaceutio-scientific department of IG Leverkusen ("Bayer") and received in 1936 the title of a Director. The pharmaceutio-scientific department was subdivided into the departments W1-W6.

I was responsible to Rudolf MANN commercially as well as propagandistically; in scientific matters I was responsible to Professor Heinrich HORLMANN and - in regard to questions of the IG plant at Hoechst - to Professor Carl Ludwig LAUTENSCHLAGER. In case of any possible differences of opinion in scientific matters between Professor Carl Ludwig LAUTENSCHLAGER and myself Professor Heinrich HORLMANN, being the chief exponent of the entire pharmaceutic field within IG would also have decided.

2. The progress within IG of a pharmaceutic preparation that had been discovered in the laboratory was as follows: The preparation leaves the phase of the Elberfeld laboratory. That means, Professor HORLMANN is informed by the medical and chemical heads of the various laboratories (chemo-therapeutic, pharmacological laboratory, etc.) about the present state of the research on this preparation which had been undertaken on the widest possible basis. This took place at internal conferences in Elberfeld (according to my recollection after the so-called Sunday-conferences).

(page 2 of original)

He decided whether the preparation can leave the laboratory stage and can be released for clinical therapeutic checking. The same path is followed by the Hoechst preparations, that is, Professor Carl Ludwig LAUTENSCHLAGER.

3. Then, Professor HORLMANN and Professor LAUTENSCHLAGER instruct me to have this preparation checked medically within the implied fields in question. That means, after Professor HORLMANN or Professor LAUTENSCHLAGER have released them, the scientific departments W1 or W3 in Leverkusen which are under my direction receive from the laboratories in Elberfeld and Hoechst the pharmaceutic preparations which were discovered there, together with the necessary exposites. These exposites contain the result of the different kinds of research which had been undertaken according to the best ability of the then medical knowledge. The release by means of exposites by Professor HORLMANN in the case of Elberfeld preparations and by Professor LAUTENSCHLAGER in the case of Hoechst preparations was the condition under which the pharmaceutio-scientific department in Leverkusen occupied itself and released the preparation.

4. By far the greater part of the reports which we received on the testing of our preparations were reports of the pharma-office in Leverkusen Elberfeld as well as Hoechst received automatically copies of the original

regardless of whether an Elberfeld or a Hoechst preparation was involved. Thus, Elberfeld and Hoechst are informed about all preparations which are being checked by W1 and W3 Leverkusen. Important test-reports from other places were copied in Leverkusen. The distribution of these copies was, however, not undertaken as regularly and in the same fashion as above. As soon as Leverkusen, by means of an approved expose had been contacted by Hoechst in regard to the testing of a Hoechst preparation, Hoechst was under obligation to inform Leverkusen.

(page 3 of original)

as to where, on its own accord, it had sent the preparation for further testing and as to its estimate on the preparation. Elberfeld was informed about new Hoechst preparations, and vice versa, by means of the "Black Books", Exposes and the above-mentioned copies of reports. In cases where the testing was not undertaken via the Pharma-offices it would also have been the task of Hoechst to send a copy of the test-report to Leverkusen.

5. Professor HUEHLEIN as well as Professor LAUTENSCHLAGER were interested in seeing original copies of the test-reports. Thus, they were always informed very closely about a preparation that was not yet ready to be put on the market.

During my visits in Elberfeld, which took place on the average of every three weeks, there were copies of letters, or reports of the Professor HUEHLEIN preparations available partially to him, and partially to me, during the discussion of the various stages of the tests.

6. It was customary that every spring and every fall, a so-called outside representatives-discussion (Aussenvertreterbesprechung) of IG took place under the chairmanship of Professor HUEHLEIN. The preparations that were being tested were again thoroughly discussed at these meetings. These conferences decided also whether a preparation was ready to be marketed. The legalization of this decision of marketability took place at a so-called Pharmaceutical Main Conference under Professor HUEHLEIN's chairmanship which usually took place several days later. At these conferences the positive as well as the negative results of the tests on a preparation were discussed.

7. The considerable prevalence of typhus in the winter 1941-1943 constituted an unusually great danger for Central and Western Europe. In order to assist in the fight against this great danger IG was at that time willing to establish a large typhus-institute in Lemberg at considerable expense - even at a loss (à fonds perdu). In view

(page 4 of original)

of the importance of this medical-scientific problem it was natural that the principal IG scientist in the field of drugs, Professor HUEHLEIN - even if the subject was not under his immediate jurisdiction - was continuously informed by the department head about the status of the matter.

8. On 13 December 1943 Dr. Vetter was in Leverkusen and informed us about the remarkable results of his treatment of Tuberculosis in Osem and Mischwitz with 3503 and Butanol. Because of the strikingly low body-weight of his patients I believed to recognize with considerable probability that these patients were inmates of Concentration Camps.

During one of my customary visits to Professor HUEHLEIN in the

Elberfeld plant around January 1944, in view of the general importance of the problem that one of our new Hoechst preparations possibly showed special results against Tuberculosis, I spoke to him critically about Vetter's report and also about our opinion and its reasons, that these patients of Vetter's were inmates of concentration camps. I remember well how Professor HEBELIN, after having listened interestedly, told me approximately, "Well, KERTENS, continue sending the preparation to these poor people". As I heard during my next conference in Hoechst, Professor LAUTENSCHLAGER and Dr. Weber had the same opinion about Vetter's observations, that these patients of Vetter's were concentration camp inmates.

Neither Professor HEBELIN nor Professor LAUTENSCHLAGER, both of whom had the final decision objected to the continuation of the experiments in Gießen and Auschwitz. They also gave otherwise no instructions not to send preparations to concentration camps.

9. During the NSDAP regime in Germany, one shunned to speak about a concentration camp or its inmates. Therefore, I

(page 5 of original)

cannot imagine that Professor HEBELIN and Professor LAUTENSCHLAGER - in case IG had been consulted at all - would have given their consent for example to a phrase in a publication which would have made it apparent that the tuberculosis patients (see point 8 of this affidavit) were concentration camp inmates.

10. The experiments undertaken in psychiatric clinics to test the degree of tolerance of IG preparations were a matter for the laboratories of which Professor HEBELIN and Professor LAUTENSCHLAGER were in charge.

I have carefully read every one of the five (5) pages of this affidavit and signed it personally. I have undertaken the necessary corrections in my own handwriting and countersigned them with my initials, and I herewith state under oath that in this statement I have said the pure truth according to the best of my knowledge and my conscience.

(signature) Dr. Anton Kertens
DR. ANTON KERTENS

Sworn to and signed before me this 30th day of January 1948 at Bamberg
By Dr. Anton KERTENS, known to me to be the person making the above affidavit.

(signature) BENJAMIN E. HALL
BENJAMIN E. HALL
US Civilian, APO 1432632
Office of Chief of Counsel
for War Crimes
US War Department

CERTIFICATE OF TRANSLATION

I, JOHN J. BOLL, APO #A-44-412, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. NI-14046.

JOHN J. BOLL,
U.S. Civilian,
APO #A-44-412.

I N D

(Translator's Note: Handwritten note by Dr. SAHR)

Ex 1864

Requirements of Armed Forces:

Monthly 100 - 175,000 doses

55 - 80,000 doses.

Reich territory : ?

Foreign countries as well as new Eastern
territories : ?

(Page 2 of original)

FILE NOTE

on a discussion in the Reich Ministry of the Interior in Berlin
on 29 December 1941

Re: Combating Typhus.

The meeting was conducted by Ministerialrat Dr. Pieber who is in charge of anti-epidemic measures in the Ministry. Apart from the undersigned and Dr. Dammits of Marburg and Neumann of Leverkusen the following took part in the meeting:

Chief Staff Physician (Oberstabsarzt) Dr. Scholz as representative of the Inspector.

General Staff Physician (Generalsstabsarzt) Dr. Handloser.

Professor Gildemeister, Vice-President of the Robert Koch Institute.

Professor Kudicke (Warsaw) Commissioner for Anti-Typhus Measures in the Generalgouvernement.

The meeting was called at the request of Under-Secretary of State Dr. Conti, who had been informed by Consul-General Mann who visited him personally on 23 December, about the work done in Marburg with regard to the production of typhus vaccines. During the meeting it was found that both Generalsstabsarzt Handloser as well as the government of the Generalgouvernement had made suggestions for a discussion of the problem.

Ministerialrat Dr. Pieber made an introductory report about the situation with regard to epidemics. There have been outbreaks of typhus in various parts of the Reich due to the increased employment of Soviet-Russian prisoners-of-war in the Reich, as well through Wehrmacht members on furlough or on change of station. In the Generalgouvernement there have been such large numbers of outbreaks of typhus amongst the civilian population which have originated from the ghettos as well as from prison camps that the authorities of the Generalgouvernement are seriously concerned.

In several cases German doctors and personnel working on disinfection have already been taken ill and some have even died.

According to a report from Oberstabsarzt Dr. Scholz, the Wehrmacht has taken stringent measures in order to establish a Quarantine belt behind the Eastern front; a double line of de-lousing installations has been established. The last installations will be finished by 15 January so that from that date on no soldier will be

able to enter Reich territory without having been de-loused and disinfected properly. The de-lousing of the Russian prisoners-of-war is still causing difficulties. The requirements for employment of Soviet-Russian prisoners-of-war in Germany's industry are at this time so urgent and have taken on such an extent that no guarantee of sufficient de-lousing and disinfection could be given.

(Page 3 of original)

To supplement this, Ministerialrat Bieber said that the German industries which were being assigned Soviet prisoners-of-war were being asked in a special decree to provide their own de-lousing installations; the official doctors concerned would be used as supervisory staff. Otherwise he did not consider that the danger of epidemics in Reich territory was very great. The main thing was that less severe cases of sickness should be watched carefully. A detailed decree on this was recently issued to the official German doctors.

In the Generalgouvernement the problem was much greater since there had been real epidemics in some places there. Particularly in the Gouvernement the procurement of large amounts of typhus vaccine was the most important question. The places in the Gouvernement where it had been produced up to now, the Typhus Institutes in Cracow (Stabsarzt Dr. Ryer) and in Lemberg (Prof. Weigl) are working exclusively for the Wehrmacht. The Typhus Section of the Hygienic Institute in Warsaw has so far not been able to produce any large amounts of vaccine so that there is the greatest need in the Generalgouvernement.

In this connection Oberstabsarzt Dr. Scholz explained that the two institutions in Cracow and Lemberg together produce about 12,000 - 15,000 doses per month and that this does not cover the requirements of the Armed Forces. The institutions are engaged in increasing their production and it is hoped that within a few months production will be doubled. Even the requirements of the Armed Forces would not be covered, since the Inspector wanted to have all the troops in the East inoculated. Since so far only the vaccine made from lice in accordance with Weigl's process is being used for the Wehrmacht, it is however generally realized that this target cannot be attained. The Wehrmacht however maintains that its requirements are 1 million cans of vaccine to be available by next autumn.

A long discussion followed about the value of the Original-Weigl Vaccine as well as of the vaccine produced in Germany by Otto and Wöhler according to Cox's method. In Warsaw and in the Robert-Koch Institute the work is being done according to the latter method. Warburg has modified the production method considerably and above all is getting a much greater quantity as a result.

It was agreed that the so-called Weigl Vaccine made from lice has been practically proven; although it does not ensure 100% protection against the illness it is a fairly certain safeguard against death.

(Page 4 of original)

There is not yet the same certainty with regard to the value of the vaccine produced from rickettsia on incubated chicken eggs. In any case Prof. Gildemeister reports that he has used 2,700 doses of this vaccine so far without having any cases of sickness up to now with the exception of one single slight case. Prof. Endicks reported that he had used 3,000 doses of the Behringwerke vaccine during October and

November for inoculating people who are very much exposed to infection and that so far no failure have occurred. Prof. Gildemeister, who made sceptical remarks about the vaccine because of the greater amount gained by using the Marburg process, was given an exact production description by Dr. Demnitz. It was agreed to remove all doubts that there may be by direct discussion.

At Ministerialrat Dr. Bieber's suggestion it was furthermore decided that in the large-scale experiment arranged between the Robert-Koch Institute and the Hygienician of the SS, Dr. Krugowsky, both Weigl's and the Behringwerke's vaccine should also be used. In this way it will probably be possible to compare the protective powers of the various vaccines. The people who were present however realize now already that even if the vaccine made from incubated chicken eggs were to be a little less effective than Weigl's vaccine, e.g. if the Weigl vaccine grants 70-87% protection against the disease and the Behringwerke vaccine only approximately 60%, the egg vaccine could still be used in practice since at least one could count on the illness taking a less severe course.

Since there are limits to the amount of Weigl's vaccine which can be produced and since it is not to be expected that there will be greater amounts than those given for the Cracow and Lemberg Institutes by Oberstaatsarzt Dr. Scholz, we would have to depend on the chicken egg process. If it should be found that the modified form as worked out by Behringwerke Marburg provides sufficient protection in practice it would be possible to produce quite large amounts of vaccine within a comparatively short time. In this respect it was also considered important that Marburg, which is at present still working with a mixture of the so-called murine bacteria (murine Stämme) and the rickettsia powascki, will give up using the murine bacteria entirely and will work only with powascki, that is with fresh bacteria obtained from the present epidemics. Dr. Demnitz stated that this is technically possible. It was agreed that both Prof. Gildemeister and Prof. Kudicke will pass the fresh epidemic bacteria to Marburg as quickly as possible.

(page 3 of original)

Questions of dosage and packing were also discussed and it was agreed that the vaccine should in future be distributed in bottles as far as possible.

As far as the price question is concerned, the undersigned stated that until the present experiments clearly establish the value of their vaccine, the Behringwerke will continue to deliver their vaccine without charge but only for experimental purposes. For the time being the Robert-Koch Institute is charging RM. 2.— per ccm, while the Weigl-vaccine produced in Cracow and Lemberg is so far being paid for by the Wehrmacht at RM. 15.— per dose. Professor Kudicke mentioned that in the Generalgouvernement as much as about 500.— were being paid for 1 ampulle of the vaccine and that he had already come across various faked vaccines. He said that he considered it essential that the vaccine should be marked and checked.

In this connection Ministerialrat Bieber explained that in accordance with the law a special permit is required for the production of the vaccine, which in Germany is granted by the Reich Ministry of the Interior and in the Generalgouvernement by the Government of the Gouvernement. In the Gouvernement the firm ASID SERUM INSTITUTE has stated its willingness to concern itself with the problem. The firm BULWID, Cracow, has also started the production of the vaccine according to the louse process, at the request of the government of the Gouvernement, but has not produced any quantities which are of practical use.

Ministerialrat Bieber closed the meeting with the following statements:

- 1.) In view of the importance and urgency of the typhus problem and the lack of certainty still prevailing at present about the protective value of the various vaccines, the production facilities of the two types of vaccines are to be every means.
- 2.) It is to be avoided that the chicken egg vaccine is depreciated in comparison with the Original-Weigl vaccine and in this way is brought into discredit in the eyes of the population.
- 3.) Clarity about the effectiveness of the various vaccines is to be established as soon as possible by means of a comparative experiment with all the vaccines at present available.
- 4.) The Behringwerke will receive an order from the Reich Ministry of the Interior to increase their vaccine production to 80-100 000 doses per month. The Ministry is prepared to render all assistance necessary for the procurement of the necessary materials, apparatus etc.

(page 5 of original)

- 5.) The Behringwerke will receive an order from the Government of the Generalgouvernement to establish an institute for the production of typhus vaccine by private enterprise as soon as possible. The government of the Generalgouvernement will assign the necessary buildings to the Behringwerke and render all assistance necessary for the procurement of apparatus, equipment and materials. The Armed Forces will release Professor Weigl to act as adviser in the construction of the institute, as desired by the Behringwerke.
- 6.) In order to simplify bottling and save packing material the vaccine is as far as possible to be delivered in bottles containing 5, 10 or 25 cc each with pierceable stoppers if possible, instead of in ampoules as heretofore.

(signed) LAKE.

Original to Consul General MANN for Attention.

Copies to Professor ROEHLER,

* LAUTSCHLAGER

Dr. Demnitz,

Dr. Mertens,

THOMAS.

(stamp): BAYER

B
A
BAYER
E
B

Leverkuseen, 3 January 1942.

Za/Scha.

CERTIFICATE OF TRANSLATION

I, DOROTHEA L. GALEWSKI, ETO #34079, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. HL-13580.

DOROTHEA L. GALEWSKI,
ETO #34079.

E N D

Sero-bacteriological Department.

Leverkusen 20 Jan 1942.

(Trans.note: handwritten marginal notes
to Dr. Zahn: Have read this with great
interest and agree. (initial) M (for Wilhelm Rudolf Mann)

E+h. 1865

To Consul-General W.R. MANN,
Director Dr. Bruckmann

Re: Kyburg Institute, Leverkusen

I wish to make the following additional remarks on the attached report by Herrn Maumann about his trip to Lemberg and the negotiations with the various authorities, on the basis of the conference on the subject which took place on Monday 19 inst in Leverkusen in the morning and at Prof. Herlein's request in Elberfeld in the afternoon:

1.) Form and Capital of Company.

The Institute in Lemberg is to be established as a private enterprise under the title "Behring-Institute" in the form of a company with limited liability (GmbH). The company's capital is to be RM 300 - 500 000.— The capital requirements will probably be much greater. The amount required beyond this could be raised by borrowing.

Stockholders are expected to be: the Behringwerke AG and the "Bayer" agency in Waraw.

Prof Herlein advised against a direct participation of the IG Farbenindustrie. The administration will be handled by Leverkusen in the same way as for the other outside Behring-... Institutes.

2.) Responsible management and personnel.

Dr. Meas of Marburg will direct the Institute. In addition Herr Gonsert will be put at his disposal by Elberfeld to work with him until further notice. It is expected that the Infection Dept. of the Institute will be put in his charge.

At the request of the Reich Marshal all important positions within the production are to be filled with Germans. Marburg will probably be able to make a few female technical assistants and trainee/workers available. The employment of about 50 female technical assistants or similar workers is also being considered, and they are to be procured with the assistance of the Staff Office (Stabsamt) of the Reich Marshal. A letter to this effect will be sent to the Office by Prof. Herlein. Marburg will contact the schools for technical assistants (female) directly about the selection of workers.

The total number of employees of the Institute will amount to 300-500 persons, although this will have to build up gradually. It is impossible to refuse to use Polish workers for this. It is however expected that the Polish workers will be collected together in groups of 4-8 persons, each group working under German direction and control.

(page 2 of original)

Leverkusen will either make a suitable person available for the business administration or will employ one, and will also see that a German-Polish clerk is hired.

(translates handwritten marginal notes: Gets Those (?))

3.) Production program.

At first the Institute will be concerned only with the typhus problem. It is intended that the work will be according to both the Original-Weigl process and the chicken egg process. A production of vaccine for 20 000 persons of each of the two types, that is for a total of 40 000 persons per month, is being considered, and further development is aimed at for later.

Naturally the establishment of the production can only take place step by step. The production of any considerable amounts of vaccine cannot be expected before fall 1942. Dr. Haas will however try to have a part of the manufacture already finished for the summer months.

4.) Factory Building and Equipment.

The building in Lemberg which has been chosen by Neumann and Dr. Haas as being the only one which could be considered out of all those inspected is to be cleared as quickly as possible with the assistance of the Staff Office Goring. It is considered advisable for the building to be purchased immediately, so that it will be absolutely safe to make the necessary investments. Merburg is making its organization available for planning the re-building and the equipment, as well as for the procurement of the equipment insofar as this is obtainable in Germany; Merburg is also undertaking to supervise the scientific and technical sides of the production of the Institute, and to advise on it, along the same lines as for the other Bohring-Institutes.

5.) Farm to supply the Institute (Versorgungsbetrieb).

In view of present conditions in Lemberg it is absolutely essential that a farm be attached to the Institute, so that the entire staff of the Institute can be fed from its own produce and the possible requirements in the way of animals can be covered; amongst other things the immediate establishment of a fairly large chicken farm is required in order to assure that the Institute can be supplied with fresh hatchable chicken eggs. The estate would have to be made available by the government of the Gouvernement. The question of leasing it is being considered.

6.) Organization of care and control during the construction period.

Herr Neumann continues to be available for the continuation of the negotiations with the authorities as well as for supervising the general planning, in which respect future co-operation with the "Bayer" sales organization in the Gouvernement should be taken into consideration too. Herr Neumann has obtained permission for this from his office, the Economic Staff East, in view of the great importance of the typhus problem for the entire Eastern territory.

(signature) Zahn.

CERTIFICATE OF TRANSLATION

I, DOROTHY L. GALEWSKI, ETO #34079, hereby certify that I am thorough conversant with the English and German languages; and that the above is a true and correct translation of Document No. NI-14059.

DOROTHY L. GALEWSKI,
ETO #34079.

E E D

(Trans-Notes
Handwritten: Dr. Neumann)

Heinrich Neumann
Lieutenant (s.v. available for assignment)
Economic Staff East
Main Group Chemistry

Leverkusen,
16 January 1943
Hr/Ber (Neumann-
Report)

Exh. 1866

REPORT

concerning the tour Berlin, Königsberg, Warsaw, Cracow,
Lemberg and back between 4 January and 16 January 1943.

The tour aimed at making preparations for carrying out the order given to us by the Reich Health Leader of the Reich Ministry of the Interior and by the Generalgouverneur, both acting in agreement with the Supreme Command of the Armed Forces (Inspector Handloser)
-to establish an institute for the manufacture of typhus vaccine in Lemberg -

The following negotiations took place:

Military:

Oberstabsarzt (Senior staff surgeon) Dr. Scholz in the medical inspectorate Berlin,
Oberstabsarzt (Senior staff surgeon) Dr. Byer in Cracow,
Oberarzt (Senior surgeon) Dr. Daniels in Lemberg.

Government Agencies:

Dr. Kieber, Health and Industry Branch,
Oberregierungsrat Kietzsch,
Labor Dept. (Hofrat) in Lemberg,
Dr. Bauer, Representative of the Generalgouverneur in Lemberg,
SS-Brigadeführer Katemann, Lemberg, and
Sturmführer Schmidt, Security service supervision, Lemberg
Dokent Dr. Murgowaky, Consulting hygienist of the SS and of the Ministry East,
Head of the Real Estate Administration in Lemberg,
Oberregierungsrat Dr. Blets,
Hauptreferat (Main Dept) Labor in Cracow,
Oberregierungsrat Stamm (Hauptreferat -Main Dept) Social Insurance in Cracow.

Local Polish Agencies:

Professor Weigel,
Professors of the Polish universities
Health Subdepartment chiefs of Lemberg
Municipal architect of the city of Lemberg.

(page 2 of original)

German authorities:

Ministerialrat Dr. Bieher,
Dr. Kolts, Economic Staff East.

Although time had been so short all the offices had already been informed of the order given to establish a typhus institute in Lemberg. The authorities gave their support most willingly. Only the question of the building presents some difficulties since the building chosen by us is at the moment still occupied. Dr. Obermann and Herr Gols from the Remedia were assigned to me to help me with the task. Dr. Hess was also present at some discussions in his capacity of future head of the institute in Lemberg. Since the institute is to be put into operation quickly it is necessary that Levariksen as well as Merburg and Wersow give the greatest possible help.

The following is to be said about what has been achieved so far:

Building.

After all the specialists concerned had been consulted all the buildings in Lemberg, which would possibly have come into consideration for the institute were inspected. All these buildings are today already occupied; in every case it is necessary to evacuate the people concerned and to assign other buildings to them. In this connection it should be noted that a certain lack of accommodation prevails because of the many authorities there, since troop units are in winter quarters in Lemberg.

It was established that the only building that really came into question for us was the house of the Social Insurance, Oruensisstrasse 10. This building was finished shortly before the German-Polish war and occupied in part by Social Insurance. During the Russian period certain alterations were made at the request of Professor Weigel to whom it had been promised as a typhus institute, above all better power lines, stronger gas pipes, ventilators; some structural alterations were also undertaken. Through the intervention of the G.P.U. it was however decided later on - especially as the typhus problem was not very acute - that this building should be equipped as a technical school and that Professor Weigel should have the largest new Russian school assigned to him as an institute. Accordingly the building is suitable and sufficient as far as space is concerned, and also technically so equipped that all apparatus can be connected comparatively quickly.

(page 3 of original)

According to Professor Weigel's estimates it should be possible to provide for production which may reach a total output of 50 000 doses a month. In addition accommodation for a scientific department still has to be considered.

By means of buildings bordering on the premises, which are still in the rough unfinished stages it will be possible to accommodate further workshops nearby which the institute urgently needs. It ought also to be easily possible to block the whole property off from surrounding buildings and it is situated so that it is within easy reach for the "feeders" (300-500 persons twice daily).

At the moment two floors of the building are still occupied by the Social Insurance and the rest by Luftwaffe units. As soon as a suitable substitute is available the building will be vacated. The time limit was fixed for 1 February 1942. Parts of the negotiations were difficult but the authorities generally showed understanding.

The allocation of a requisitioned estate in the vicinity of Lemberg was planned in agreement with the offices concerned in order to provide the institute with small animals and for procuring additional

food for the whole staff. Two estates were inspected briefly and one of them has already been designated. Since the conditions with regard to procuring food and animals are difficult because of war events and the prevalent conditions there in Lemberg the allocation of an estate is urgently necessary; for only on this basis can work be carried on there.

The Chief Real Estate Administration in Cracow is participating and will likewise presumably make no difficulties. However, other estates yet have to be inspected in order to select the best one. In this connection it is of special importance that the estate should have good buildings for housing cattle etc. and also be easily reached from Lemberg, that is, it must not lie too far from a main road and even, at times when the roads are bad communication by means of delivery-vans must be assured.

Staff.

The personnel question was discussed very thoroughly with Dr. Haas and Professor Weigel. Later I had further discussions on this matter with Professor Weigel. At the beginning we must expect a permanent cadre of at least 300 persons. Dr Haas is of the opinion

(page 4 of original)

that he will have to take some German female laboratory workers with him from Marburg to control this staff which is composed of Poles. Furthermore it would be most expedient to take German personnel for the administration too. In addition to this permanent staff there are then the so-called "feeders" who are paid a monthly salary and who only appear in the institute twice daily in order to feed the lico. It is to be noted that a part of the permanent staff however feeds regularly.

Since the universities in Lemberg are at the moment not operating and probably will not do so in future either, there is a possibility of obtaining suitable scientific personnel. This staff is being selected by Professor Weigel who only chooses such people as are recommended to him by his own cadre. An appropriate index card is drawn up concerning each person proposed which is submitted to the security service and the counter-intelligence service for screening. Arrangements to this effect have already been made with the authorities. Professor Weigel will undertake the training of this staff at once.

The people are there for a week on probation without remuneration and then receive advance payments corresponding to the amount of their future salary, before the institute really starts working. The salaries are to be added to the salaries and wages already paid by the military government in Cracow and Lemberg. The advance payments will be made by Herr Goltz who will also keep the books for this.

Since the institutes' requirements for small items (cages for the lico, etc.) is very great, it will be necessary, just as the other institutes in existence have done hitherto, to establish its own work shops (carpenters' and locksmiths' workshops). There are facilities for accommodation; personnel will also be found.

The material requirements of the institute especially at the outset and also during the preliminary period of the extension of production are considerable. Since a great part of this material must be procured from the Reich, it will be necessary to have an office in Berlin which

will help in every way, with the certificates etc. and to do the buying. It would be best if this could be carried out through the so-called Office East, if the position there is also filled by a suitable man.

Material.

The following is merely to show what is most urgently required at present so as to have a certain general picture already to-day:

(page 5 of original)

The following are necessary: tables, cupboards, chairs. These will be ordered in the factories of the Government or made in our own workshop. Furthermore a plentiful supply of wood is necessary in order to partition the rooms with simple wooden walls with glass windows. Important are was-basins, refrigerators, incubators, furthermore electrical equipment and gas-pipes. The procurement of laboratory overalls and fatigue suits has already been taken up in Gracov, as has the procurement of towels, scrubbing cloths, cleaning material etc. The Institute needs two automobiles and one truck. These will have to be brought over from the Reich. Furthermore a telephone exchange is necessary and about 50 telephones. We are trying to obtain this exchange from the Social Insurance, which has one of this kind available; it is of course not yet at the moment installed. There are garages for 6 cars, and also apartments for the German personnel. The homes, however, still have to be furnished.

In the meantime the Berlin offices - Ministerialrat Dr. Bieber of the Reich Ministry of the Interior, and Oberstaatsrat Dr. Scholz - were again consulted. The prospects of starting production soon are welcomed. Assistance was promised in the procurement of the necessary material and it is their wish that the Behringwerke should use all its efforts and support for this production so that they will be able to deliver as soon as possible. It is expected that the production of the Behring Institute in Lemberg will be able to cover the most urgent civilian requirements of the Government, the Reich and the occupied Eastern territories. Everyone is aware of the fact that typhus will continue to be an acute problem in the East for some time yet and that therefore Lemberg will be a centre for the whole of Europe for the combatting of typhus and for scientific research in this field. On the basis of the past and present achievements of the Behringwerke it is hoped that these demands which were made on them by the highest authorities will be fulfilled in spite of the well-known difficulties.

signed E. Neumann.

(page 6 of original)

Discussed with Dr. Dennis
in Leverkusen on 19 Jan 1942.

2.1 The Typhus Question.

The establishment of a typhus institute in Lemberg is being started with increased speed and with extensive assistance from the authorities. Dr. Kass is to be head of the institute. There is a report from Neumann about further details of the installations which is planned.

However it is hardly to be expected that there will be any considerable production of typhus vaccine before the end of the year. In

the first place the production of typhus vaccine according to Weigl's method is planned, for which an amount of vaccine sufficient for the immunization of 20 000 persons is to be monthly target. Furthermore it is planned to start producing typhus-vaccine from chicken eggs which is also to be sufficient for 20 000 persons per month. A collaboration contract (Mitarbeitervertrag) is to be concluded with Weigl; the details of this must be discussed with his superiors.

The typhus vaccine production in Marburg will be increased from 20 liters (which is sufficient to immunize approx. 5-6 000 persons) to 40 liters per month (sufficient to immunize approx. 12 000 persons) from next month on. Endicke will continue to receive vaccine for 4 000 persons out of this per month. The Eastern Ministry - Dr. Wand - received vaccine for 2 000 persons on 17 Jan at its urgent request. The stocks at present in Marburg are 1900 cartons of 3 ampoules for 1900 persons, also 1037 bottles at 25 cm each of each strength, that is, for 25 925 persons. The planned increase of production to a monthly quantity sufficient for 50 - 60 000 persons may already be possible within a few months if the expansion, which had already been started, develops favorably.

(Trans. notes; marginal notes; handwritten: now 6000).

Up to now 420-450 cm vaccine were produced from one chicken egg. From Op.- 23 on, which moreover already only contains 4/5 provaseky-rickettia and 1/5 murine, only 250 cm will be produced from one chicken egg.

Krugowsky is conducting experiments with vaccines produced by various means, which are being put at his disposal by Marburg, so as to establish whether there are any differences which speak in favor of one of the other production methods. During the course of this, vaccines produced according to the method used up to now (approx. 450 cm from one egg) will be compared with those produced with only 250 cm from one egg, and also with vaccine for which only the vitelline sac was used, and with other modifications. In addition Krugowsky is at the same time testing the Weigl vaccine and the one from the Robert Koch Institute.

Ministerialrat Bieber is very interested in having a concentration of the typhus vaccine produced. An explanatory letter will be sent to Bieber from Marburg, giving the prospects of improving the vaccine that such a concentration might have. As far as can be judged so far, there is no advantage in using a smaller quantity of physiological sodium chloride solution to wash out the rickettia from the incubated chicken eggs.

At the same time Marburg will inform Bieber of the date on which the visit he is planning to make to Marburg in order to inspect the installations for the production of the typhus vaccine can take place.

CERTIFICATE OF TRANSLATION

I, DOROTHEA L. GALEWSKI, ERO #34079, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. NI-13590.

DOROTHEA L. GALEWSKI,
ERO #34079.

E E D

Casal
up Dist.
19

TRANSLATION OF DOCUMENT No. EL-14037
OFFICE OF CHIEF OF CONSUL FOR "A" ZONES

Lowenstein, 7 May 1942

Exh. 1867

(initial):

Ex 8 May 1942

Sero-bacteriological Department
to

Consul General W.E. Mann

Attached are file-memoranda about the typhus-vaccine
conferred in Marburg on 4 May 1942. Professor Kowalew and
Professor Lautenschlager have received copies.

"Baktingwerke"

Sero-Bacteriological Department

(Signature): Kahn

P.S.

We also add copies of 2 other file memoranda on further questions
discussed in Marburg.

D.O.

CERTIFICATE OF TRANSLATION

I, JOHN J. ROLL, ADO #E-444412, hereby certify that I am thoroughly
conversant with the English and German languages and that the above is
a true and correct translation of Document No. EL-14037.

JOHN J. ROLL,
U.S. Civilian,
ADO #E-444412.

Case 6
vs. District
E

(This memorandum is sent to
Herr Thomas from Herr Kramoh)

4 October 1935
VK/C.

Conference
between Colonel Thomas & Dr. Kramoh/ Dr. v. Knierim

At the conference with Colonel Thomas on 17 September we submitted approximately the following: The normal operation of business in I.G. Farbenindustrie results in a leakage of experiences and information of a technical nature to countries abroad. When patents are applied for in Germany, through their publication at home they become accessible abroad and furthermore, technical knowledge becomes manifest abroad through the patents being applied for here as well. In addition to this I.G. has a great number of agreements with foreign firms which include an exchange of technical experiences; according to these agreements I.G. sends information abroad and in return often receives valuable information from abroad which enriches its own store of knowledge.

It is quite obvious that such a leakage of technical knowledge abroad must cease in the interests of national defense. It is also possible to achieve this, but in this case it must be seen - as is being done already - that applications for patents at home are not published (secret patents), and that there are no applications abroad, whilst the exchange of experiences with foreign countries must be modified to suit the requirements of national defense.

I.G. is naturally endeavoring already to follow this course, but the difficulties are unusually great in so far as there is no Reich agency giving uniform instructions to which it can apply, and as a result contradictory decisions are taken. Three agencies have been recently designated as competent: one for inventions in fields which concern the army, a second for those which are of interest to the navy and a third for inventions concerning the air-force. It must be borne in mind, however, that in nearly every case discoveries of this kind are important for all three agencies.

The conditions described show that it is both desirable and urgent for an agency to be created which will take care of the entire interests of national defense and

(page 2 of original)

decide on questions of this nature. The creation of such an agency is desirable not only in order to avoid contradictory decisions and to prevent a great amount of useless work in industry, but in our opinion it is of compelling necessity for the following reason: The task to be entrusted to this agency is a big and heavy one. It would certainly be a simple thing to insist on secrecy in the interest of national defense in all cases where there is any doubt. But the consequences of such an action would be of extraordinary gravity. There would be the result that other countries would not share their experiences with us any more. But for us too the experiences of other countries sometimes carry decisive weight, as is shown, for example, by the case of tetra ethyl lead which the War Ministry knows so well. In the affair in question, as we learned confidentially at a later date, the War Department in Washington, after lengthy deliberation, granted permission for this process, which is so important for the conduct of war, to be made available by American heavy industry to I.G. Farbenindustrie in Germany. In addition, one would have to count on quite serious depression amongst the industrial firms involved in international industrial cooperation. Finally, the influx of foreign

-2-
TRANSLATION OF DOCUMENT No. NI-14002
Cont'd

exchange to Germany would suffer and this would have a dangerous effect on the procurement of the necessary raw materials. This agency therefore, -and that is the difficult thing- will have to weigh those interests pertaining to national defense which it is imperative to protect against the interests of German national economy which also deserve protection and which are important for military considerations - possibility of importation. If, for example, a German industry should ask for permission to make a new tanning agent process available abroad in return for considerable sums of foreign exchange, then, although leather is also of military importance, the agency in question would perhaps be acting wisely if in this case it were to consider the influx of foreign currency as of more importance than the holding secret of a process which is not important for the direct conduct of the war. The agency to be created must learn from the treatment of such questions and it will learn more and with greater speed if it has all these cases to deal with alone. Gradually also it will form for itself certain guiding principles as to how the afore-mentioned contrasting interests are to be weighed and balanced; such principles must be formed in the same way in one office, however, and not in three different ones.

(page 3 of original)

Dr. v. Krieger

CERTIFICATE OF TRANSLATION

I, DOROTHY E. PLUMMER, USFET #482, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. NI-14002.

DOROTHY E. PLUMMER,
USFET #482.

Case 6
NY Dist. Ct.
9

Ex. 1869

TRANSLATION OF EXCERPTS FROM DOCUMENT No. NI-14022
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

Minutes of the Meeting
of the Legal Committee, Frankfurt a/M
on 30 September 1935

Present :

Dr. v. Knieriem,
Prof. Selck,
Dr. Buhl,
Dr. Brueggemann,
Dr. Kuepper,
Dr. Prentzel,

also :

Geheimrat Dr. Haueuer,
Under secretary of State a.D. Dr. v. Simson.

The opinions about the necessity for a centralized handling of industrial espionage cases for all the I.G. works differ. However, it is generally agreed that, after approval of the competent military agencies has been obtained the present central office in Leverkusen (Herr Werbeck) should at least be informed about the more important cases. It seems necessary to discuss the whole matter within I.G. first and Prof. Selck will therefore invite Justizrat Wagner, Dr. v. Knieriem, Dr. Brueggemann, Mr. Werbeck

(Page 2 of the original)

and the other specialists of the remaining works combines (Betriebsgemeinschaften) to a conference in Frankfurt. After the matter has been clarified, Prof. Selck will submit it to the next meeting of the Betriebsfuehrer (plant leaders) called for the discussion of social questions.

(Page 3 of the original)

(Signature) : v. Knieriem

CERTIFICATE OF TRANSLATION

I, Dorothea L. GALEWSKI, ETO 34079, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document No. NI-14022.

Dorothea L. GALEWSKI
Civilian
ETO 34079

Case 6
24p. Dist. 11

Ex. 1870

COPY OF EXCERPTS OF DOCUMENT 41-13346
OFFICE OF CHIEF OF COUNSEL FOR VAW CASES

Interrogation of: Dr. van Euterian
April 22, 1947
Interrogator: Morris Anshen
Reporter: Ann Thrash

(page 12 of the original)

- A I must mention one thing. In one of my statements about Legal Committee, I told you that the contracts were sent to the Central Department of Contracts and it was usually to make three copies and to send a copy of each proposed contract which had been sent to the Central Department for Contracts to three outstanding technical men within I.G. To the three leaders of the three divisions—Spartes. And one was Ter Meer. Sparte I was headed by French and Schneller; Sparte II which was by far the greatest one, by Ter Meer; Sparte III was headed by Gajewski. Now I know that the copy for Ter Meer, as far as I remember, was sent in his branch to Ter Meer.
- Q Did they also send you copy of those contracts?
- A I didn't need a copy. I was sitting in the room next to the Central Department for Contracts.
- Q Were you informed of all contracts that came into the department?
- A Yes, as a rule, they passed me but I didn't read all of them.
- Q Do you mean they came across your desk for consideration?
- A They came to my table. If they were smaller ones, they might have gone immediately to the Central Department for Contracts.
- Q Is this a fair statement. All the main contracts that I.G. Farben made between 1935 and 1945 were sent across your desk? Is that a fair statement?

(page 13 of original)

- A I will say then, all contracts which came under the definition of those contracts which had to be sent to Central Department for Contracts were those where there could be any danger of collision.
- Q Did all come across your desk?
- A They would come over my desk but when I was not present, they wouldn't leave on my desk until my return but send immediately to the Central Department for Contracts, and even if they came to my desk and after if I was present, sometimes I looked through them very quickly and

(page 13 of original cont'd)

maybe didn't even read them because they were carried on by the
special members for the contract.

Q Is it fair to say this, whether you read them or not, you were in-
formed on the main or principal contracts L.O. Farben made during
this period of time?

A Yes, I shall say almost all of them. It is likely there is a con-
tract in itself important but not bearing on the question of collusion
and it is possible that those contracts, some have not come to my
attention.

(handwritten)

To the best of my knowledge and belief.

(signature) A.v. Enclerix

C E R T I F I C A T E

I, YVONNE A. SCHWARTZ, ITO 20108, hereby certify that the above is a
true and correct copy of Excerpts of Document NL-13599, the original
of which is in the English language.

11 May 1948

YVONNE A. SCHWARTZ
ITO 20108

Can be
up. Distil
4

Ex 1871

TRANSLATION OF EXCERPTS FROM DOCUMENT SI-14028
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

(page 1 of original)

Confidential

Minutes of Meeting
of the Legal Committee, held in Frankfurt a/M.
on 18 September 1941

Present:

Director Dr. v. Emden, chairman
Director Dr. Bruggemann,
Director Wendel,
Director Dr. Kuepper,
Director Dr. Stein,
Dr. Deisemann,
Dr. Frantael,
H. Gierliche,
Dr. Haintzeler,
Dr. Hoyer,
Dr. Kersten,
Dr. v. Koppelt,
Dr. Schramm,
F. Silcher.

also:

Dr. Schenckburg, Leuna-Works

apologies:

v. Dahn-Rotfelsner, Leuna-Works
Dr. Mayer-Nagelin, Frankfurt a/M.

(page 2 of original)

Egner drew attention to the great responsibility of the lawyers in
I.G., who act not only in a consultant capacity, but in many cases,
for example with regard to foreign currency, have to make more or less
final decisions on a certain course of action.

(page 3 of original)

In view of this situation, in case of a violation of law, the lawyer-
concerned would be considered as an accessory or even as principal
in regard to his responsibility under the penal code.

(page 4 of original)

In connection with this v. Emden stated that secret contracts will
at present not be handed over to the Central Office for Contracts in
Ludwigshafen in the usual way, but that only one copy will be made of
each secret contract and given to him personally. However, it is in-
dispensable for the various I.G. Legal Departments working on W-
(Military Economy) contracts to come to an agreement about the inter-
pretations of the various departments. Otherwise unpleasant

-3-
TRANSLATION OF EXCERPTS FROM DOCUMENT NI-14028
Cont'd

consequences for L.G. might arise. V. Interior asks Saintclair to
quote an example:

.....

CERTIFICATE OF TRANSLATION

I, DOROTHEA L. GALEWSKI, ETO #34079, hereby certify that I am thoroughly
conversant with the English and German languages and that the above is
a true and correct translation of excerpts from Document NI-14028.

DOROTHEA L. GALEWSKI,
ETO #34079.

E E D

Case 6
up District
4

Ex 1872

Minutes

of the Meeting of the Legal Committee in Frankfurt on 15 November 1938.

Present:

| | | |
|----------|-------------------|----------|
| Director | Dr. von Kries | Chairman |
| * | Dr. Bahl | |
| * | Dr. Bruggemann | |
| * | Dr. Brundel | |
| * | Dr. Stein | |
| | Dr. Boeckler | |
| | v. Dahn-Hotfalsen | |
| | Dr. Frantsch | |
| | Dr. Korten | |
| | Dr. Mayer-Wegelin | |
| | Dr. Schramm | |
| | Justizrat Wagner | |
| | Dr. v. Seyditz | |

(page 3 of original)

2) Law Suite concerning Gold Clause

In connection with Silcher's statements in the meeting of 30 Dec 1937, Korten reported on the present stand of the gold clause law suits. IG is interested in this because of the loan of the American IG which is guaranteed and of which \$23 million are still outstanding, and because of the loan of the Norsk Hydro of 1927, of which approximately 1 million Norwegian kroner have not yet been converted. There is at present no suit pending with regard to the American IG, but on the other hand the Norsk Hydro is at present being sued in three places, Paris, Berno and Basle, for redemption of the loan in gold.

(page 4 of original)

The question of the recognition of the gold clause legislation must be kept absolutely separate from that of the German foreign currency control legislation. In contrast to the attitude adopted with regard to the gold clause legislation in this respect we find that there was absolute agreement in the decisions of the courts to the effect that the foreign currency control legislation could not be recognized; mostly the reason given was that it was incompatible with the laws of the country concerned. The consequence of this is that a German debtor of a loan who has paid interest and amortization to the Conversion Bank for German Foreign Debt can be ordered by a foreign court to pay the devaluated amount in free currency, even if the court rejects the further claim of the creditor to payment of the equivalent at the gold standard rate. It should be noted that quite a large number of German debtors have been sued from this point of view, of the non-contractual repayment (payment to the Conversion Bank), for instance Drupp in Paris in respect to a Reichsmark loan with dollar clause, the AEG by the trustee in New York and in Switzerland in respect to a loan which was the object of a dispute before the Berne commercial

court, and the Deutsche Bank in Switzerland, while in the USA the Stahlverein has already been ordered to pay on a Reichsmark loan with dollar clause.

This non-recognition abroad of German currency control laws again makes the problem of safeguarding against attacks abroad a burning question for IG. After the discussion at the last meeting of the Legal Committee nothing was really done in this respect, until the September crisis suddenly made it urgently necessary to take steps. In order to eliminate the danger of seizure during war in case of hostilities the stocks of dyestuffs in England were sold for £ 800 000.--, the stocks of pharmaceuticals in Czechoslovakia for about RM 2.8 millions, and a number of nitrogen stores were sold to a Dutch financing company, Mapro, which had been founded at our suggestion, and to the Hollandsche Koopmansbank, against immediate payment. The stocks

(page 5 of original)

in France, Belgium and British India had been pledged to the banks granting credit, in connection with the raising of credits of which we availed ourselves to the full extent, and in this way were more or less safeguarded. In the remaining important instances the agencies had been organized as sole importers which had made large advance payments on the stocks. The Reich Ministry of Economy did not give the subsequent authorization for these emergency measures which we had requested and demanded that the measures which had been taken be revoked; we also consider this expedient in view of tax considerations.

Since it is possible that if these measures that have been carried out now were repeated in case of new conflicts, they might then be legally recognized, the Central Finance Department has suggested that the stocks and claims against foreign debtors should be safeguarded through a financing company in Scandinavia which is situated more favorably geographically speaking, to which the stores could be conveyed by way of security against appropriate prefinancing credits. Naturally the question still has to be considered most carefully and the sales combines consulted. However it seems necessary in any case that measures should be taken which are better prepared than those carried through during the September crisis.

In any case this kind of arrangement can only eliminate the danger of seizure during war and of distraint against IG or at least limit it considerably. It does not protect IG from the possibility of being sued in the place abroad where the assets are, since it seems impossible to make satisfactory arrangements in this respect. The examination of our patents has shown, as has already been mentioned previously, that it would hardly be possible to transfer the patents to another company, such as Merseburg. It would also be impossible for IG to allow other companies to act for it in the numerous agreements dealing with relations to foreign countries (sale and licence agreements, etc.)

During the discussion von Knieriem, Bruggemann and Buhl particularly stressed the necessity for making suitable arrangements which promise to ensure security.

(page 6 of original)

Berlin NV 7 is being asked to deal further with this question in close collaboration with the sales combines and other interested IG offices and to report on the results at the next meeting of the Legal Committee. The question of safeguarding the patent holdings is to be checked once again at the same time and particular attention is to be paid to this matter insofar as taxes are concerned.

In this respect it should also be considered whether a passage is to be inserted in the pension agreements of foreigners working in Germany and of Reich Germans working abroad, according to which they are only entitled to have the pension paid out in Germany.

In this connection the difficulties which have arisen in the re-organization of the agencies in British India were also mentioned.

.....

(page 7 of original)

5. Re-Organization Austria.

Mayer-Wegelin reported on the re-organization in Austria which was carried out after the Anschluss with regard to sales as well as to production.

The agency for the sales combine chemicals in Austria, the Anilinchemie A.G., differed from other agencies, because to a certain extent it supervised the chemicals trade in the whole of South-Eastern Europe and dealt with the business of the Central Finance Department for South-Eastern Europe through Herrn Roth, the Central Finance confidential agent (Vertreter).

Since Herr Roth had already left before the Anschluss and the deals he had initiated had mostly been dealt with by Herrn Schiller of Berlin NW7, the liquidation of the Anilinchemie proved to be unnecessary after the Anschluss. This was recommended by official agencies, although even in future the sale of chemicals will not go through a sales agency but through an independent company, because the psychological situation in Austria has to be taken into consideration and other Austrian production companies will sell their goods through the new company.

The following firms which were part of the concern of the Aktiengesellschaft Dynamit-Nobel-Fresenburg were active in production: Carbidwerk Deutsch-Metrol A.G. and its subsidiaries Oesterreichische Kunstschneider-Schneefabrik und Chemische Fabrik A.G. and the Continentale Gesellschaft fuer angewandte Elektrizitaet, and the Oesterreichische Dynamit Nobel A.G. IG had already been conducting negotiations for about 2 years in order to join these companies more closely into a community of interests on a cartel basis with the Pulverfabrik Skoda-Werke Vetslar AG and its subsidiary Waggonbau, Seydel & Co. both of which belonged to the Oesterreichische Creditanstalt. The majority of Skoda-Werke was however to have remained in the possession of the Austrians, while IG was to acquire a minority.

(page 8 of original)

After the political change (Umbruch) had taken place these plans became more urgent because of material and personal considerations (4 Year Plan and organization). Deutsch-Metrol, its subsidiary companies and Oesterreichische Dynamit Nobel AG were now taken over by IG and DAB/Troisdorf with the approval of the authorities. Considerations connected with taxes and foreign currency control laws were the reasons why the purchase price is to be paid in 25 annual instalments by balancing it against the Fresenburg dividends which are due to Troisdorf. The block of Skoda-Werke shares held by the Creditanstalt was taken over by IG at a price of 180%, and the holding in the Sprengstoffwerke Hummel AG will be sold to Austria, except for the quota for non-military explosives which is retained by DAB Troisdorf. The formal approval of the Reich Supreme Court of Finance which

is required for this is still lacking.

The Oesterreichische DAF will pass into the hands of Troiedorf-Deutsch-Watrel and Skoda-Watrel and their subsidiaries are to be amalgamated into "Donau-Chemie AG".

At first there were difficulties in the way of this merger because before the German stock corporation law had been introduced in Austria, the Austrian Commercial Code (Handelsgesetzbuch) and the Austrian Association Law (Vereinsgesetz) of 1862, which provide that a merger can only be carried out if more than 90 different authorities give their approval, still applied. Furthermore the Law providing tax reductions for amalgamation of companies (Konzentrations-begünstigungsgesetz) of 1934 only provided tax reductions for actual amalgamations (e.g. not for absorbing 100% subsidiaries) and even then only for official not secret, reserve funds.

For this reason it was of advantage to us that the negotiations with Prossburg and the Creditanstalt and the granting of the necessary authorization took some time, because in this way it was possible to prepare technical matters better and to wait for the introduction of the German law.

(page 2 of original)

The ordinance which has been issued in the meantime about the conversion of the balance sheets to Reichsmark provides an opportunity for making an entirely new assessment in the first Reichsmark balance sheet, without disadvantages with regard to taxes. Secret reserve funds can be uncovered in numerous cases, particularly for the parent companies, by increasing the amount of participation of the subsidiary company to an amount which corresponds to the conversion balance sheet (Umstellungsbilanz) of the subsidiary, so that no "profit" results from the merger. In addition the stock corporation law has in the meantime been introduced in Austria so that now it is planned to use the following means for carrying out the amalgamation:

First Skoda-Watrel and Deutsch-Watrel will absorb their subsidiaries, then Skoda-Watrel, which has previously already changed itself into Donau-Chemie AG, will absorb Deutsch-Watrel. The Continentale Gesellschaft will not join in the merger because this is not practicable in view of the liquidation tax in Switzerland which would be the result of this (Basle is the seat of the company) and because of a stockholder who holds a considerable minority.

In order to prepare for the amalgamation the work for the first Reichsmark balance sheet which will probably be made up as per 1 Jan 1939, is at present being carried out. The conclusion of a community of interests and operational agreement is planned for the interim period, on the basis of which Donau-Chemie would be responsible for operating all the companies, and would already now take over their staffs.

The Chemikalien-Handelsgesellschaft Donau mbH will handle sales for all the companies. This company has been founded in the meantime with an IG participation of 75% and a 25% participation by His Excellency Riedl, the chairman-to-be of the Aufsichtsrat of Donau-Chemie AG, the latter acting as trustee. The sales convention agreement (Konventionsabprechen) constitute the basis for the transfer of sales to this company.

-5-
TRANSLATION OF EXCERPTS FROM DOCUMENT No. H-14034
Cont'd

With regard to taxation it should be noted that property tax will probably be introduced in Austria as of 1 Jan 1939 and corporation tax retroactive as of 1 Jan 1938. The Conversion Tax Act (Umwandlungssteuergesetz) was not introduced, apparently because the freedom of assessment provided by the conversion ordinance and an authorization given the Austrian Ministry of Finance to grant tax reductions

(page 10 of original)

for amalgamations provide more or less the same opportunities, although with regard to the tax on the sale of land it can only be question of cancellation on the basis of the above-mentioned authorization.

During the discussion von Krieger pointed out the necessity for taking into consideration all the experience gained by Berlin NW7, particularly with regard to taxes and company law, when we dealt with the simplification of the trust and the introduction of the new stock corporation law.

He said that for this reason the preliminary work for making up the first Reichsmark balance sheets and for re-formulating the articles of corporation as well as for the conversion and amalgamation agreements respectively should be carried out in close collaboration with Berlin NW7, if the planned merger of the firms is carried out.

(page 11 of original)

13) Unternehmensgruppe (forming part of and being dependant on another company).

According to instructions received from the Reich Minister of Finance, RAG and Gensobow and their subsidiary companies which had been treated as being part of and dependant upon IG

(page 12 of original)

(Organen der IG) since 1 Jan 1927, are no longer to be recognized as such as 1 Dec 1938. We shall appeal against this.

(page 13 of original)

14) Items for discussion at the next meeting of the Legal Committee.

To be noted:
according to item 2: "Safeguarding IG against vulnerability abroad."

CERTIFICATE OF TRANSLATION

I, DOROTHEA L. GALEWSKI, ETO #34079, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of excerpts from Document No. H-14034.

DOROTHEA L. GALEWSKI,
ETO #34079.

E E D

Case 6
up. Dis. file.
4

EX 1873

TRANSLATION OF PROCEEDINGS FROM DECEMBER 20, 1937
OFFICE OF SALES OF GOODS FOR THE CROSS

Minutes
of the Meeting of the Legal Committee
in Frankfurt a/M on
20 December 1937

Present:

Dr. v. Knierim, President
State Secretary (available for assignment) Dr. E. v. Simson,
Professor Sulck,
Dr. Ruhl,
Dr. Bruggemann,
Brandel,
Dr. Knepper,
Dr. Stein,
Dr. Frantsch.

Also:

Dencker,
Dr. Korten,
Silcher.

.....
(page 5 of original)
.....

2.1 Gold clause lawsuits.

At the wish of v. Knierim, Silcher now reports on the latest
development in the gold clause lawsuits.

(page 6 of original)

The gold clause problem has existed since the devaluation of
currencies. Each country has settled it in a different way. U.S.A.
put an end to it through the joint resolution. Germany issued appro-
priate regulations in the 1936 legislation concerning liabilities in
foreign currencies. Other countries, e.g. England and Switzerland,
have not done away with the gold clause in spite of devaluation. Those
most interested in the problem are creditors who are prejudiced, but
above all groups of international speculators.

.....
(page 8 of original)

.....
As a result of this decision which favors the groups of spe-
culators bringing the lawsuits, an increased activity is already
noticeable on the part of speculators: the Stahlverein (Steel Associa-
tion) in Zurich is being sued, and Siemens also on account of three
different loans of its own in Switzerland and for two different loans
of its own in Paris; in each case comparatively large sums are involved.
Sometimes, also, attachments are pronounced. Apart from this, Norsk
Hydro is being sued by the Anglo-Continental Trust Ltd. & Co. London/
Basel, Liechtenstein, for the gold dollar loan of 1927 in Basel, and
securities and similar credits of Norsk Hydro are pledged in L.G. Chemio,
the Schweizer Bankverein (Swiss Bank Association) and the Internationale
Gesellschaft der Stickstoffindustrie (International Corporation of the
Nitrogen Industry).

In view of this situation, investigations have been made to see
whether the Swiss patents and patent-applications belonging to IG could
be transferred to some other firm forming part of a trust, e.g. to
Monsieurg. It would be a question of approximately 6,000 patent-rights

and applications. The conclusion reached after a careful examination by the patent department in Ludwigshafen was that it would not be advisable to make such a transfer as it would bring more risks and disadvantages with it than advantages.

(page 9 of original)

Apart from other reasons, a transfer of this kind undertaken all on its own would not be of any great value, for the reason that I.G. has other property in Switzerland and in general abroad, for which it would be sued all over the world.

This fact has been the cause of investigations to see whether I.G. is vulnerable at all abroad. The foreign assets of I.G. fall mainly into three groups:

1. Claims, also participations,
2. Stocks,
3. Patents,

(page 13 of original)

(signed) KNIRLM

CERTIFICATE OF TRANSLATION

I, DOROTHY E. PLUMMER, USFMT #482, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of excerpts from Document No. NI-14023.

DOROTHY E. PLUMMER,
USFMT #482.

E X D

-3-

E X D

(translates illegible initial (IA ST))

Exh # 1874

MINUTES

of the meeting of the Legal Committee in Berlin
on 2 October 1940.

Present:

Director Dr. v. Ertelien Chairman
Director Dr. Bruggemann,
Director Dr. Bohl,
Director Dr. Brandel,
Director Dr. Kuepper,
Director Dr. Stein,
v. Dehn-Rottfeller,
Dr. Deisenmann,
Dr. Frontzel,
H. Gierliche,
Dr. Hentscher,
Dr. Hoyer,
Dr. v. Roegge,
Dr. Schramm,
F. Silcher.

Serving with the Armed Forces: Dr. Korten
Dr. Meyer-Wegelin

.....
(page 2 of original)

- 1.) Questions on peace treaties, particularly of sequestration of
pieces of manufacture. (Kuepper)

I. First

1.) First we should probably check on what suggestions we can
make with regard to the consequences of war-time measures by which
our foreign subsidiary companies, which are situated in enemy
countries, were affected.

If we have any suggestions to the German authorities to make on
the subject, the aim would be the following:

(page 3 of original)

All the firms situated in foreign countries which are part of our
sphere of interest and which belong to us directly or indirectly,
e.g. sales companies as well as manufacturing companies, (herein-
after always called "companies"), are to be released from all the
measures taken by the enemy because of the state of war, and of
their consequences.

.....
(page 4 of original)

- 2.) With regard to application made which have the aims listed under
1.) in view, it should be taken into consideration that the camouflage
may also under no circumstances be disclosed with regard to those persons
who held shares or stocks for us in accordance with the well-known
agreements. Applications for amendment of war-time measures and for

restitution for instance must therefore not be made by us but are to be submitted by the firm's owners or other persons concerned. The following should be provided in the armistice and peace agreements:

(page 6 of original)

9.) Camouflaging of German agencies abroad. (Kuepper.)

(page 16 of original)

I. What were the reasons which led to our camouflage policy?

1.) Paramount in the historical development were particularly considerations of taxation. The establishment of branches or official subsidiary companies would have meant establishing places of manufacture. The amount of taxes resulting from taxation on these places of manufacture would have been considerably higher than that on independent sales companies which were operating the business.

2.) Then the development of political conditions forced us to camouflage as completely as possible in order to safeguard our organization and our assets in view of the imminent danger of war. This system provided a possibility for preserving the commercial organization, safeguarding the assets of the sales companies and facilitated pre-financing in connection with the raising of credit.

(page 7 of original)

3.)

4.)

5.)

6.)

7.)

(page 8 of original)

In connection with Kuepper's statements about the peace treaty questions v.Krieger pointed out that apart from the questions mentioned by Kuepper, some other suggestions might also be considered for the negotiations on the peace treaty. He asked that the members themselves should reconsider this and let him have any suggestions, since now it was still possible to submit requests of this kind to the national authorities in question for their consideration.

(page 9 of original)

3.) Legal status and legal order of the occupied territories, particularly the acquisition of control over Dutch companies. (Reintzelor)

In the following studies the legal order of the occupied

territories is not only to be considered from a purely German (inner-deutschen) point of view, but the international consequences of the legal order created by Germany in the occupied territories are also to be considered.

(page 10 of original)

8.) The sphere of private law, in particular the treatment of private property.

According to the Hague Convention comparatively strict limits are set the occupying power with regard to private law. In Para. 46 it is stated that the honor and rights of the family, the lives of citizens and private property must be respected. At the same time the Hague Convention itself contains however a series of limitations of this principle. Thus the performance of services for the requirements of the occupying power can for instance be required under the condition that the population may not be forced to take part in war operations against its own country.

(page 11 of original)

V. Ertmer remarked that Jentzsch's statement dealt with important and entirely new materials. It is to be supposed that the Legal Department of IG will sooner or later have to concern itself with these questions. In this respect he also recommended the various offices to get in touch with the Referent (specialist) in cases of doubt, so that the material compiled by him can be used to the advantage of IG.

CERTIFICATE OF TRANSLATION

I, DOROTHEA L. GALEWSKI, ETO #34079, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of excerpts from Document No. HI-14027.

DOROTHEA L. GALEWSKI,
ETO #34079.

case 6
sup. info.
lg

Exh # 1875

TRANSLATION OF EXCERPTS OF DOC. NI - 8454
OFFICE OF U.S. CHIEF OF COUNSEL FOR
WAR CRIMES.

Strictly Confidential.

(handwritten signature):
v. Enderien
2 October 1940.

Legal status and Legal Organization
of the Occupied Territories, in particular
the Influence on Corporations which are under
Dutch Jurisdiction.

** (handwritten remark):

Whilst in the case of companies which
have kept their offices in Holland,
the jurisdiction of the occupying
power extends also to property abroad.

(Handwritten remark):

If a Dutch corporation owns
property only in the home
country, it is of no import-
ance whether the head-office
is transferred to America !!
The only difference caused

by the transfer of office is that the jurisdiction of the
occupying power in the case of companies which have moved
their offices abroad extends only to property which has
remained in Holland whilst property abroad remains free. **)

The legal organization of the occupied territories -
from the German point of view - is the sum of the general rules
and regulations, which, with the authorization of the Reich
government were enforced by the Military Commanders or by the
heads of the Civil Administration in the occupied territories.

In the present examination, however, the legal
organization of the occupied territories is not only to be con-
sidered from the angle of German home policy, but a study is
also to be made of the international effects of the legal
organization set up by Germany in the occupied territories, that
is to say, investigations will be made as to how far the measures
taken by the German military and administrative authorities in
the occupied territories have any prospect of being recognized
by other states as legally sufficient.

This query which is raised by international law is

TRANSLATION OF EXCERPTS OF DOC. III-2454
CONT'D.

not only of theoretical but also of considerable practical importance, as can be seen from the following examples, to which we shall have occasion to return in the course of our examination:

- (handwritten): (
- * which is for- (
 - bidden (
 - technical in- (
 - formation (
 - without per- (
 - mission (
- 1
- 1.) A Dutch corporation, which is backed by American capital amongst others, owns patents all over the world for a chemical process which is of unique importance. For this corporation the German occupational authorities appoint an administrator. The latter issues a license for the Japanese patents owned by the corporation to a Japanese firm. A German enterprise * which, according to an agreement with the Dutch corporation, is both entitled and obligated to render technical assistance to the licensee of the Dutch corporation, is asked to help the Japanese licensee of the Dutch corporation by working out projects and delivering apparatus during the construction of the plant which is licensed in Japan.

(Handwritten remark):

- (I) Not arbitrary but settled in the Hague Convention respecting the Laws and Customs of War on Land.
 - (II) Dispositions taken by the Dutch and Norwegian governments which have fled are from the point of view of international law not applicable either, whereas all dispositions taken by the occupational powers are recognized by international law as well.
 - (III) In the case of corporations which have their registered offices in Holland, applies also to property abroad.
 - (IV) Transfer of office Curacao, possibility of transfer back again, no use made. If offices in Curacao, only property at home!
- Case II Betavian, Astra Binaua, Roumania.

(page 2 of original)

(handwritten remark):

The German enterprises need fear nothing only if cumulatively 3 conditions are fulfilled:

- II (a) The Dutch corporation must have its offices in Holland (and not in Curacao!), that is, not transferred or successfully brought back again.
- (b) As a matter of principle the jurisdiction of the occupational troops must extend also to property abroad (outside Holland), or the Japanese license must be registered in Holland.
- (c) No secret private appropriation, as it is in the interest of the conduct of the war that Japan -1- (one word illegible).

TRANSLATION OF EXCERPTS OF EDC.NI - 8454
CONT'D.

- (handwritten):
There is no
justification
for complaint?
- XX Here the question arises: Must the German enterprise fear that if it gives this technical assistance the American interests behind the Dutch corporation will claim the property of the German enterprise in America because it has been a party to the infringement of a patent or can the German enterprise be sure that the license which the administrator granted in Japan will be recognized by an American tribunal as of legal effect?
- (handwritten): with offices in Curacao --- stock in Holland - register
(with offices in Holland) --- stock in Curacao - not register.
- (handwritten remarks):
Is this practically
Romania
Astra-timara
.....
Batavia 1
Romania
registered.
- 3.) I Dutch corporation owns 100% of the stock of a Yugoslavina corporation. The German occupational authorities appoint an administrator for the Dutch corporation. The manager of the Yugoslavina corporation refuses to obey the orders of the administrator of the Dutch corporation. As a result the administrator calls a general meeting of the Yugoslavina corporation at which the former business manager is dismissed and a new business manager is appointed. Here the question arises whether the Yugoslavina registration authorities will recognize the change in the management and will register it or not.
- XXI

When judging such international effects of measures taken in occupied territory one must go back to the settlement established by international law concerning the law pertaining to occupation. Now international law distinguishes between various types of occupation of territory belonging to foreign states, all of which have occurred in the course of the present war:

- 1.) war-like occupation, which presupposes the existence of a "war" as the term is used in international law,
- 2.) peaceful occupation,
 - a) occupation as a measure of self-defense, for example, for the purpose of realising actual or alleged claims,
 - b) occupation in a state of emergency,
 - c) occupation by virtue of an agreement, for example, by virtue of an armistice convention or peace-treaty.

Such distinctions are not unimportant, as only the law pertaining to war-like occupation and not that

TRANSLATION OF EXCERPTS OF DOC. III - 8454
CONT'D.

pertaining to peaceful occupation is codified in international law. Therefore in the next part of our study we will first give a survey of the legal status of the territories occupied by Germany (Part A); in part B we will describe the situation from the point of view of international law of

(handwritten note):

III is "Belgian" has its registered offices in Brussels (not transferred back again (!) and stock in Brussels, I. in the place of the Roumanian registration authority would not have registered the change of business management.

(page 3 of original)

territories in general during a war-like occupation; and finally in Part 3 we will give an exposition of the present legal organization of the territories occupied by Germany, with special regard to the Netherlands.

(page 4 of original)

A.

Survey of the Status of the Territories Occupied
by Germany.

1.) The Incorporated Territories.

These territories which have been incorporated definitively into the German Reich, can no longer be included in the afore-mentioned examination, since they are no longer "occupied territories" as the term is used in law. It goes without saying that the incorporation of these territories (under the Law of Nations; "Annexation") and all steps referring thereto, will not be "recognized", for some time to come, by part of the non-German world, that is to say, they will not be considered as having legal effect. The following territories are hereby concerned:

- a) The incorporated Eastern territories,
- b) Danzig, Heligoland and Memel,
- c) Alsace, Lorraine and Luxembourg; as yet there has been no official incorporation of these territories through the enactment of a Reich law; but it is evident from the appointment of the heads of the Civil Administration in these three territories as well as from the measures taken by them, that in these territories Germany intends

TRANSLATION OF EXCERPTS OF DOC.WI - 8484
CONT'D.

to display not the sovereignty of an occupying power, but the full sovereignty pertaining to a state. This is especially obvious from the Official Gazette published by the Head of the Civil Administration in Alsace. The first decree of the Head of the Civil Administration concerns the reintroduction of the German mother-tongue in Alsace; further decrees have already imposed Reich law in Alsace, as, for example, legislation pertaining to local government and the Reich law with respect to performance.

2.) The Government General.

The Government General must also be excluded from the afore-mentioned examination. The fact that the previous designation

(page 6 of original)

"Government General for the Occupied Polish Territories" has been changed to "Government General", in addition to various official proclamations which have been made, shows clearly that in the territory of the Government General the German Reich intends to exercise not only the sovereign rights of an occupying power, but the final and total sovereignty of a state, even if the territory of the Government General has not yet been declared a part of the Reich. In consequence, the "Government General" must be looked upon as a protectorate subject to German sovereignty but with its own legal organization.

3.) Denmark.

There is no doubt that the German occupation has allowed the Kingdom of Denmark to continue its existence unaltered. There is no doubt either that the occupation of Denmark is not a warlike but a peaceful one, and one may ask whether this is a case of occupation caused by a state of emergency or whether it was an occupation carried out by virtue of an agreement ("Befriedungsvertrag" = an agreement allowing occupation). There were, as far as could be established, no attempts on the part of the German military administration to interfere with the machinery of the Danish government or with the Danish legal system, so that all legal conditions in Denmark have remained practically undisturbed by the occupation.

4.) In the case of Norway, Holland, Belgium, Northern France and the Channel Islands we have what is clearly a case of warlike occupation *), since the German Reich is at war with these states both according to their own conception of things as well as from the official German point of view. The legal status or legal organization of these territories is the object of the present examination.

*) except for that part of France which was occupied only by virtue of the Armistice Convention, that is to say "by virtue of a treaty", which in practice, however, makes no difference.

(page 6 of original)

3.

Territories in general under a warlike occupation from
the standpoint of international law.

The rules and regulations of international law concerning territories which are subjected to a warlike occupation, are codified in the third paragraph of the Hague Convention respecting the Laws and Customs of War on Land (LHD) of 1907, which is binding on all states engaged in the present war and, in addition, on countless others. The Hague Convention respecting the Laws and Customs of War on Land was ratified by the following states, some of which signed immediately and others at a later date:

| | | | |
|----------------|--------------|---------------|----------|
| Germany, | Hungary, | USA, | Siam, |
| Poland, | Portugal | Brazil, | Japan, |
| France, | Roumania, | Mexico, | China, |
| Great Britain, | Finland, | Bolivia, | |
| Norway, | Sweden, | Panama, | Iaboria. |
| Denmark, | Switzerland, | Nicaragua, | |
| Holland, | Russia, | Guatemala, | |
| Belgium, | | Haiti, | |
| Luxembourg, | | Cuba, | |
| | | San Salvador, | |

According to the Hague Convention the following is established by international law with respect to warlike occupations:

1.) The legal nature of occupation:

The maintenance of enemy territory under occupation in time of war is a condition founded on fact; a right to occupation is not recognized by international law. However, to the actual facts of the occupation international law attaches certain legal effects. One may compare the concept of warlike occupation in international law with the concept of possession in the sphere of private law; both concepts are built up exclusively upon facts; the organization of law, however, attaches to the fact certain legal effects.

2.) The legal consequences of occupation are as follows:

- a) The state authority which existed hitherto is suspended, that is to say, it is not only deprived of its effective power, but

(page 7 of original)

from the point of view of law it no longer exists. This so-called suspension-effect is not expressly mentioned in the Hague Convention, but only because it was taken for granted by all the signatory states. The result of this, for example, is that decrees issued by the Norwegian or Dutch "governments" in England cannot take effect in the

TRANSLATION OF EXCERPTS OF DOC-NI- 8454
CONT'D.

occupied territories, both because of the internal law of the states concerned (no compulsory allegiance of subjects to the sovereign who has fled) as well as according to international law.

- b) In the place of the state authority which existed hitherto there extends the dominion of the occupying power. The acts dictated by the sovereign authority of the occupying power are not in any way arbitrary acts, but are the emanation of a legitimate sovereignty which is not derived, it is true, from the state authority previously in power, but which are inherent in the occupying power. This is shown unequivocally in Article 43 of the Hague Convention respecting the Laws and Customs of War on Land, where it is stated that the occupying power must take certain preventive measures, when "the legitimate power has actually passed into its hands". Accordingly, the population of the occupied territory is obligated to show obedience to the occupying power; the duty of loyalty to the former sovereign, however, is not thereby suppressed, (contrary to the duty of obedience) for which reason, for example, the population of the occupied territory may not be induced to take an oath of allegiance to the occupying power, or to do military service against the former sovereign, or to give direct support to the occupying power in actions of a warlike nature.-- The sovereign acts of the occupying power, to the extent that they fall within the scope of the Hague Convention, must be recognized by the other states who were signatories to this Convention and may not be treated as null and void.

3.) The scope of the authority reserved by law to the occupying power is limited as follows:

- a) It extends with respect to space only over that portion

(page 8 of original)

of the occupied state which is actually in the hands of the occupying power. Territories situated outside the authority of the occupying power (for example, the Dutch colonies) are not subject to the sovereignty thereof.

- b) Practically the authority of the occupying power extends to all natural persons, and both to members of the occupied state as well as to other enemies and neutrals; (more will be said later about the status of neutrals)

(handwritten remark)
illegible

juridical persons with their offices in the occupied territory.

TRANSLATION OF EXCERPTS OF I.D.C. NO. - 8454
CONT'D.

enterprises which have been set up in the occupied territory, even if they have their registered offices outside the occupied territory.

(handwritten):
Second alternative right •

The point under question is whether such persons are subject to the sovereignty of the occupying power only with respect to that part of their property which is situated within the occupied territory or also with respect to the property they have outside of it.

- c) The authority attributed by law belongs to the occupying power with respect to time only for the duration of the state of occupation. Upon the termination of the occupation the following cases are to be distinguished:
- aa) The occupation is terminated by evacuation; in this case the acts of sovereignty performed during the period of occupation are not void, but remain effective, and in the event that in the peace-treaty no other agreement is made, are to be respected by those vested with the territorial sovereignty upon their return, but only to the extent that the sovereign acts are within the limits established by international law;
- bb) The occupation is terminated by the acquisition of territorial sovereignty over the territory occupied, whether by virtue of a treaty, or by virtue of annexation; in such cases the previous occupational sovereignty is transferred into actual territorial sovereignty, that is to say, the territory which was occupied hitherto becomes an integral part of the

(page 9 of original)

occupying state, and the continuation of the sovereign acts performed during the period of occupation is granted.

- d) With respect to substance, the law of the occupying power concerning the performance of sovereign acts is not unlimited, on the contrary, limits are set to the law of the occupying power by the Law of Nations, but here it is of importance to note that it is assumed that measures taken by the occupying power are legally sufficient. The rules and regulations of the Hague Convention respecting the Laws and Customs of War on Land which refer to the exercise of territorial sovereignty by the occupying power endeavor to bring the subjugation of the enemy into line with the needs of humanity, that is to say, with the protection of the interests of the population; in particular, the Hague Convention lays down the obligation of the occupying power to reestablish and maintain public order and public life as far as possible. The limits which, according to the Hague Convention, are to be observed by an occupying power in its exercise of authority, will be exposed in detail in Part C.

(page 10 of original)

C.

Legal Organisation in the Occupied Territories and,
in particular, in the Netherlands, at the Present Time.

1.) Origins of Law.

It follows from the preceding statements that the legal organization of an occupied territory is the emanation of the will of the occupying power. According to Article 43 of the Hague Convention respecting the Laws and Customs of War on Land the occupying power must observe the laws of the land to the extent that no compelling obstacle prevents him; nevertheless, the former law of the occupied territory remains in effect only on the condition and to the extent that the occupying power consents thereto.

The German Reich, as the occupying power, will be represented by Military Commanders in the occupied territories, and, since the appointment of Reich Commissioners in Norway and Holland, by Reich Commissioners in the sphere of civil administration.

In all the territories occupied by Germany, both in the decrees of the Military Commanders and in the Fuehrer decrees concerning the appointment of Reich Commissioners, the existent law has been maintained to the extent that such action coincides with the purpose of the occupation. However, new law can be created everywhere by order of the Military Commander or of the Reich Commissioner^{and}, as is admitted by the Law of Nations - the law which was prevalent in the territory prior thereto may be rescinded or modified.

The use which was made of the power to enact laws in the separate territories varied in degree. The Military Commander for Belgium and Northern France issued innumerable decrees for the territories under his jurisdiction, some of which were uniformly applicable for the whole of the occupied territory, whilst others from the territorial standpoint were limited to Belgium or to Northern France. *) The Reich Commissioner

*) The decrees issued for Northern France are, according to a special edict, to be applied also to the English Channel Islands accordingly.

(page 11 of original)

in Norway has issued very few decrees up to the present time; in all three numbers of his Official Gazette have appeared. This may be explained in part by the fact that the Reich Kommissar has not imposed his measures by means of formal decrees, on the other hand it could not be denied until a recent date that it was the tendency of the Reich Kommissar for Norway to intervene as little as possible in the structure of the Norwegian state. The Reich Kommissar for Holland, on the contrary, made rigorous use of his governmental authority from the very beginning, which is shown already by the fact that in the Official Gazette for the occupied Dutch territories more than 130 decrees have appeared up to date.

The authority of the Military Commanders and Reich Kommissars to create new law, was never officially limited. Because of the fact that the limits imposed by international law on the authority of an occupying power were never incorporated as an integral part of the full powers of Military Commanders and Reich Kommissars, the legal sufficiency of the measures taken by the latter is, from the German point of view, naturally not open to doubt. If, on the contrary, one examines the international effects of the measures taken by these authorities, one must in each separate case subject the measures taken to an evaluation according to the standards of international law. For this reason, in the study which follows of the separate fields of law the latter will be considered at the same time from the international standpoint and with respect to the form they take within the state.

.....
(page 20 of original)
.....

.....
7.) Treatment of State Property.
.....

The treatment of state property is dealt with in considerable detail in Articles 53 and 55 of the Hague Convention respecting the Laws and Customs of War on Land. A distinction is made between:

- a) immovable property belonging to the state (public buildings, lands, forests and agricultural enterprises). As far as immovables belonging to the state are concerned the occupying state has only the rights of an administrator and usufructuary, its duty being to maintain the substance of these properties.
- b) movable property belonging to the state which is qualified to promote the war-effort, (cash, securities, accounts receivable, depots of arms, means of transport, store-houses, stocks of food-supplies) may be sequestered by the occupying

TRANSLATION OF EXCERPTS OF DDC.NI-9454
CONT'D.

power, whereby "sequestration" does not imply solely the actual taking possession, but also appropriation without compensation.

(page 21 of original)

8.) The Sphere of Private Law, in particular the Treatment of Private Property.

In the field of private law the Hague Convention sets comparatively strict limits to the occupying power. In Article 46 it is stated that the honor and rights of the family, the lives of citizens and private property must be respected. At the same time the Hague Convention itself contains a series of provisions restricting this principle. Thus, for example, the performance of specific services may be required for the needs of the army of occupation on the condition that the population is not compelled to engage in warfare against the fatherland.

With respect to private property, the Hague Convention establishes the following as applicable: For the time being the sequestration of private property is admitted by the Hague Convention, to the extent that means of transport, depots of arms and military stocks are concerned; should these items, however, constitute private and not state property, they must be returned on the conclusion of peace or compensation given therefor. - Further, the Hague Convention admits the claiming of payments in kind in order to fulfill the needs of the army of occupation; such payments in kind shall be effected in return for compensation and must be in proportion to the resources of the country. As far as possible they must be paid in cash, otherwise certification of receipt must be made out and the payment of the amounts owed must be effected as soon as possible. The Hague Convention does not recognize expropriation without compensation.

.....

CERTIFICATE OF TRANSLATION

I, DOROTHY E. PLUMMER, USJST 482, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of excerpts of Document No. NI - 9454.

16 October 1947.

DOROTHY E. PLUMMER
USJST 482.

(E E D)

*Prig
Case 6
sep 66*

Exh # 1876

DOCUMENT NO. NI-12610

OFFICE OF CHIEF OF COUNSEL FOR THE TRIBUNAL

AFFIDAVIT

I, Dr. Ernst Struss, after having first been warned that I will be liable for punishment for making a false statement, state herewith under oath of my own free will and without coercion the following:

1. Attached hereto is a copy of 22 pages consisting of an interrogation identified as NI-12610, made on 27 March 1947 of me by Dr. Morris Anshen of the Office of Chief of Counsel for the Tribunal.
2. I have now re-read that interrogation and have initialed each of the 22 pages of the copy. The matters stated therein by me are true to the best of my knowledge and belief.
3. On November 1, 1947, Dr. Ter Loeper and his attorney, Dr. Heroldt, discussed with me in Frankfurt various subjects relating to my affidavit. This I understood was with the approval of the Tribunal. During that discussion I mentioned to Dr. Ter Loeper the facts which I recited in the interrogation hereto attached, namely, I asked Dr. Ter Loeper whether he remembered that after my second visit in Auschwitz I informed him about the burnings in the concentration camp Auschwitz.

Dr. Farber replied that it is possible that I told him that and that he replied at the time "one should not rely too much on memory." If Dr. Farber made that reply to me in 1943 as he now says he did, which I do not recall, then in all probability I would not have discussed the matter further with him because Dr. Farber is a man with a short temper and on occasion deals very abruptly with people.

I have carefully read this affidavit consisting of two pages and have placed my signature at the bottom thereof. I have also, as I previously stated, affixed my initials on the copy of the interrogation consisting of 22 pages, which is hereto attached. I have made the necessary corrections in my

own handwriting, and initialed each correction. I declare
herein under oath that I have stated the whole truth to the
best of my knowledge and belief.

Signature: Dr. Ernst Aug. Struss

Sworn to before me this 21 day of November 1947 at Nurnberg.

Signature: Morris Cohen

Attorney

Office of Chief of Counsel

for the Defense

APR 11 223645

Interrogation of Dr. Ernst A. Struss
27 March 1947 (Afternoon Session)
Interrogator: Mr. Morris Amichan
Interpreter: Mr. Kurt Hauptmann
Reporter: Miss Jeannette Stengel

Q. You understand, Dr. Struss, that you are still under oath and that you have sworn to tell the truth.

A. Yes, I understand.

Q. How did you know about Dr. Schneider's meetings to discuss welfare problems? How did you know he held those meetings?

A. That was known to me, I think, from for Meer and those meetings were mostly at Frankfurt. They were in the large building at Frankfurt and I saw all the men who were coming for those meetings.

Q. Now if I understand you correctly, Dr. Schneider held periodic meetings at Frankfurt?

A. That is not possible for me to say, I think those meetings were mostly at Frankfurt.

Q. These meetings were mostly at Frankfurt?

A. I think mostly at Frankfurt, yes.

Q. Did you see Dr. Schneider and these other people attend these meetings?

A. I cannot say it from my remembrance.

(Through Hauptmann) Dr. Schneider did not visit me in Frankfurt but from the other gentlemen who attended the meetings, a number came to see me on other questions.

Q. You knew that they were going to Dr. Schneider's meetings?

A. Yes.

Q. And did you know that at those meetings they were discussing the welfare problems of the workers?

A. Yes, that is sure.

Q. The gentlemen whose names you listed before whom you said attended the meetings with Dr. Schneider, are those the gentlemen who were kept informed of the welfare policies of I.G. Farben as to workers?

A. Yes, those gentlemen I named before were the ones who were informed by Schneider concerning the policy in social matters.

regarding the workers. It is very difficult for me to say what they did in the meeting.

Q. Are you definite that Dr. Schneider called periodic meetings to discuss the welfare and labor policies of I.G. Farben workers?

A. Yes, once a year, as I know.

Q. These gentlemen who attended the meetings, did they ever tell you what was discussed at the meetings?

A. No, only in general.

Q. That do you mean, "only in general". Did they tell you in general what the policies of I.G. Farben were?

A. They told me that they had discussed in general welfare problems of I.G. Farben workers.

Q. Were these matters discussed between the officials of I.G. Farben informally? Do you know what I mean by the word "informally".

A. No, it was discussed officially, I think. I did not know it otherwise. They had an invitation and I think they had also an agenda, I think. I have never seen it, but I think.

Q. Just tell us what you know, what you saw, and what you heard. Was Ger Meor informed of what transpired at Dr. Schneider's meetings?

A. Ger Meor was surely informed but in the same manner as Ambros. He was not a Fuehrer, and I think he did not go to the meetings.

Q. Ter Meer was not invited?

A. Yes, I think he was invited, but he did not go to the meetings. He was bored to hear Dr. Schneider, that was not interesting.

Q. Was the subject matter of Schneider's meeting an important matter in which I.G. Farben was interested?

A. No, it was of interest to the government officials.

Q. Was I.G. Farben interested in the meetings which Schneider held in his capacity as Plant Leader to know about the welfare?

A. No, definitely not.

Q. Was I.G. Farben interested in the welfare of its workers?

A. Oh, very much, but it was not necessary to make such a meeting.

Q. How did I.G. Farben show its interest in the welfare of its workers?

A. Each work was responsible for the welfare of its workers.

Mr. Bornmann and Mr. von Schultzenborff, one or both of them attended the meetings of Dr. Schneider. I could ask them if there was an agenda for the meetings and what was discussed. They even can name the participants.

Q. Now, Dr. Struhs, you mentioned that each work was responsible for the welfare of its workers.

A. The main plants of the combines as Ludwigshafen, Leverkusen, etc. were responsible for the welfare of the workers of these plants in accordance with a general policy laid down by I.G. Farben.

Q. Who in I.G. Farben laid down the general policy in connection with the welfare of the workers?

A. Formerly we had the SoKo, a welfare committee. This SoKo was dissolved.

Q. Before it was dissolved, who was the head of that committee?

A. I think it was a Dr. Schwartz.

Q. After Dr. Schwartz left did Dr. Schneider assume responsibility for the welfare of the workers?

A. At the time the SoKo was still existing, Dr. Bornmann was a member of SoKo too.

Q. When did Schneider take over?

A. I estimate 1935 or 1936.

Q. Was there any discussion in the Vorstand or in the TEA or in any other committee that you know of about the welfare policies and problems of I.G. Farben workers?

A. I don't know it. In the FEA there were formerly, but long years ago, I think 1931 or 1932.

Q. I am not interested in that far back. Was there any discussion in the Vorstand that you knew about?

A. That is possible, but I know it not.

Q. Schneider was the only committee that handled the welfare of workers?

A. Yes.

Q. When did you first know that slave labor was being used in Germany?

A. I gave a statement to Mr. Van Street, and I said in the statement some months after Kiev.

Q. In the middle of 1942 is when you say.

A. I think it was in the first half of 1942. I don't know exactly when Kiev was captured.

Q. And in the first half of 1942 you know that slave labor was being used in Germany?

A. Yes.

Q. I understand, Dr. Struss, that you visited Auschwitz in the summer of 1943.

A. Yes, Auschwitz.

Q. I also understand that you saw the inmates of Auschwitz there at that time, is that correct?

A. Yes.

Q. And you saw them wearing striped uniforms?

A. Yes.

Q. And you also saw the conditions under which they were working?

A. No, as nearly as I remember I saw them working on the railroad on one of the many railways that cross Auschwitz.

Q. Did you see any guards?

A. I do not remember. I think they were guarded and I think I saw the men who guarded them, but I forget is. I can't remember.

Q. Did you hear about Auschwitz concentration camp at the time you visited there in 1943 ?

A. Yes, I heard about the concentration camp after my first visit.

Q. When was your first visit ?

A. The end of January, 1942.

Q. So that you visited Auschwitz at the end of January 1942 and then visited Auschwitz again in the summer of 1943 ?

A. Yes, twice.

Q. Before those visits you had seen reports that the building committee had sent ?

A. Yes.

Q. And you and the TEA received those committee reports, is that correct ?

- A. I think not the TNA. In Frankfurt we had one copy for Mr. Ber Meier and for myself.
- Q. Did one copy go to Mr. Ber Meier?
- A. Yes. The four men who were responsible for Auschwitz were Aubrey, Schneider, Butefisch and Ber Meier.
- Q. And did they get copies of the reports of the building committee?
- A. I don't think it is possible that they had not reports, but I cannot say.
- Q. What is the regular practice for furnish them with reports of these committee meetings?
- A. I cannot say, that was the ordinary way. These building meetings were an exception.
- Q. The building meetings at Auschwitz were an exception?
- A. Yes.
- Q. The meetings of the building committee at Auschwitz was an exceptional matter?
- A. Yes, I think.
- Q. No other plant had similar meetings, is that correct?
- A. Yes, that is correct, but only as I know.
- Q. The only reports you ever saw of building committee meetings was the report of the Auschwitz building committee, is that correct?
- A. Yes, that is correct.
- Q. What did you do with the reports of the building committee meetings of Auschwitz when you received them?
- A. Nothing. If I had time I read them. I had nothing to do with those matters.

Q. What did you in fact do?

A. I read it.

Q. Did you discuss it with anybody?

A. No.

Q. Did you prepare any memorandum to anybody?

A. No, but I think I discussed it sometimes with Andrews but only in general that he had large difficulties. It was not necessary for me to see these very extensive things.

- Q. But you did get all the committed meeting reports, is that correct?
- A. I think I had them all.
- Q. Were they filed any place?
- A. It was filed in the T&A Bureau. It was possible in the T&A Bureau or in the safe of Mr. Gar Mean.
- Q. I understand you are very friendly with Dr. Ambros.
- A. Yes, I was very friendly.
- Q. There is a close personal relationship between you and Dr. Ambros. The friendship is not official, it is personal?
- A. It is not only for business but in private.
- Q. Did you visit at his house?
- A. Only one time.
- Q. Between 1939 and 1944 how often did you visit Dr. Ambros at his home or how often did he visit you?
- A. Dr. Ambros was one time in my house, I think. I remember it very good, one time to hear a radio as he was in Frankfurt. But I was sometimes with Dr. Ambros in one of the casinos.
- Q. You did go out together socially?
- A. No.
- Q. Did you discuss with Dr. Ambros any of the problems of Auschwitz outside of the office?
- A. I think he was complaining about his troubles in Auschwitz. That was also the reason he called me to Auschwitz in the end.

of January 1943. There was a building committee session at Glaiwits under the chairmanship of Bokell, the next man under Krumpholtz especially for iron problems. That was very surprising to me that a man like Bokell was chairman of that committee, and the reason was that Durrfield the engineering leader said he could not work he had no iron and no workers.

Q. Did Dr. Andrew at the time when he invited you to this meeting, did he tell you what his problems were?

A. Yes, he told me and he took me with him.

Q. He wanted you to personally see what the situation at Auschwitz was?

A. Yes.

Q. When he asked you to come did he ask you to come as a representative of TBA?

A. No.

Q. He asked you to come personally?

A. No, he --

Q. Dr. Ambros, in asking you to attend the meeting at Auschwitz in January 1942, asked you to come both in your official capacity as a representative of TBA and also in your personal capacity as a friend. Is that the correct statement?

A. Yes, I think it was.

Q. Did Dr. Ambros understand that you were going to report back to the TBA after your visit on what you saw there?

A. Since he did know that Hermann Schnitz and Dr. Ter Meer followed my judgment, he wanted that I saw out of my own experience that it was not Dr. Ambros' fault that Auschwitz was not progressing satisfactorily.

Q. When you came back from Auschwitz in January, 1942, did you discuss what you saw?

A. It is sure that I said it to Ter Meer, but I cannot remember.

Q. You are sure that you did discuss it with Ter Meer?

- A. I am not sure that I discussed it with Tor Moor. It was not necessary that I said it to Tor Moor.
- Q. But you did discuss it as you remember with Tor Moor.
- A. The delays with respect to the construction of Auschwitz were discussed at every meeting of the staff. From my charts it was seen for everybody.
- Q. In addition to the charts they were discussed?
- A. Not very much. But I say that Ambrose two or three times gave a large report on the problems of Auschwitz and of Buna.
- Q. And did he refer especially to the manpower situation?

- A. Oh yes, he did. The manpower was the most important matter and then the iron and other materials. That is my opinion.
- Q. Is this a fair statement that Ambros discussed many times with the TLA the problems of Auschwitz?
- A. No, not many times.
- Q. How many times?
- A. Oh, two or three times.
- Q. Did he in that discussion refer to his negotiations with the SS?
- A. No, I have said I never remember the SS.
- Q. Did he ever discuss or tell any of the TLA members whether he was using labor from the concentration camps?
- A. Yes, he did and the concentration camp was under the SS as I know. From this side he has spoken of the SS, but he never said SS. It was clear to everyone that he was referring, but he did not speak SS.
- Q. Is it a fair statement to say that it was clear to everyone in the TLA that Ambros was referring to his discussions with the SS, and Ambros especially mentioned his discussions with Hoesa, the camp commander at Auschwitz, is that correct?

A. It is correct but I cannot remember exactly if he names the name Hoops, but I know that he spoke about the commander of the concentration camp in Auschwitz. It is quite clear that when he spoke about the commander of the concentration camp that it was the SS because everyone did know that the concentration camp was under the jurisdiction of the SS. We know many years ago that the concentration camps were under the SS.

Q. When you say "we" whom do you mean?

A. I cannot say, but it is improbable that anybody in Germany did not know. Everyone must know it in Germany, otherwise he had to put his head in sand.

Q. Did everybody in Germany know about the concentration camps, is that right?

A. Yes, that is right.

- Q. At the time they started to build Buna in 1941, did everybody in Germany know about the concentration camps?
- A. At that time I think nobody or not many men knew about the cruelties in the concentration camps, although they knew about the concentration camps.
- Q. If you don't understand any question I ask, don't answer it.
- A. Yes, I hope I have understood it all.
- Q. In 1941, when the Buna plant was started, what did you understand the conditions to be in the concentration camps?
- A. Nothing, I only knew that one concentration camp was better than the other, but I knew nothing about the conditions. And I think many Germans did not know in that time that it was very bad in the concentration camps.
- Q. What did you understand the concentration camps were for. What were they being used for?
- A. At that time, my opinion was that the concentration camps were for the imprisoning of persons Hitler or other Nazi officials did not want to have free.
- Q. Do you know what happened to Weinberg in the concentration camp?

- A. I heard that Arthur Weinberg had it good in a concentration camp, but not all the concentration camps were as good as that.
- Q. Weinberg was a high official in I.G. Farben, was he not?
- A. Yes, he was a technical expert to the Aufsichtsrat, and as such, he was a member of the REA.
- Q. When was he placed in a concentration camp?
- A. I do not know it.
- Q. Was it before 1939?
- A. I cannot remember. I think in 1937 he was in all meetings of the REA. After 1937 I heard he was in the concentration camp.
- Q. What happened to Mr. Weinberg, did he ever come back to I.G. Farben.
- A. No, he never did.
- Q. What happened to him?
- A. One day I heard he had died.

Q. He died from natural causes?

A. Yes.

Q. Was that around 1939?

A. Oh, I don't know, I think it was during the war.

Q. Did you know that Hermann Goeth and other officials of
J. G. Gorman tried to help get Dr. Weinberg out of the
concentration camp?

A. No, I know other cases, but not of Dr. Weinberg.

Q. And he died in a concentration camp?

A. I heard so.

Q. Was there any discussion of that among the I.G. Farben people?

A. No.

Q. Do you recall seeing reports from the building committee at
Auschwitz that they were going to get additional labor from
the concentration camps?

A. I cannot remember it. That is impossible for me to remember,
that I think not.

Q. You cannot remember. Do you know that they did use concentra-
tion camp labor at Auschwitz. You know that, didn't you?

A. Yes.

Q. Didn't Ambrose tell the TBA members that he needed more workers
from the concentration camps at Auschwitz?

A. I think, but I cannot remember it exactly. I think for that
reason he needed thousands of men, and I think he had taken
men of the concentration camp if he had the possibility.

Q. Do you know that people were dying at Auschwitz?

A. Later, yes, but not in the plant Auschwitz, but in the
concentration camp.

Q. When did you learn?

A. (Through Mr. Fitzgibbon) He wanted to report about that, but
it is a long report.

(by Dr. "Druse") I heard first of the victims of men and
women at Auschwitz on my return from Auschwitz between
Berden and Berlin while riding on a train by sheer
coincidence.

Q. When was that?

A. That was two days later after Gleiwitz.

Q. You came in January 1943?

A. Yes, I hope my remembrance is correct.

Q. You visited Auschwitz in January of 1943. On the return from that visit?

A. I visited Heydabreck.

Q. On your return from Heydabreck, about February 1, 1943, you heard for the first time that people were being burned at Auschwitz. Is that correct?

A. That is correct. If you will know it, I will say it correctly in what manner I heard it.

Q. Tell us how it came about that you heard at that time in February 1943 about the atrocities at Auschwitz?

A. In my compartment there was a man, a workman, and he told with loud voice to the other men and wives in the compartment that in Auschwitz concentration camp people were burned in a crematorium (he said not the word crematorium) and in large numbers. If they had not enough place to burn the bodies, they used large fires and burned them in the areas. And then the whole air in the work Auschwitz was filled with the smell of death. I was very deeply impressed and I remember and will be about that very much time.

Q. Let me interrupt for a minute and see if I understand. On the train in your compartment some workman stated that people were being burned at Auschwitz and that they were burned in the ovens or pyres.

A. No, when there was not enough space in the ovens they were additionally burned in pits.

Q. And that the wall of burning flesh was known as the "Pit of Death" is not correct. It was a pit where they were burned. All right, so when they did you do when you heard that?

A. I never heard said, "They are like," and he said, "No, they are not like, there are 10,000 men or more in Auschwitz and all of them were like."

Q. The workmen told you that there were 10,000 people working at Auschwitz and they all know about these conditions?

A. So he said.

Q. He said that to everybody and you heard it, and he said that in reply to your protest?

A. Yes.

Q. And that was in February 1942?

A. I have no other remembrance. I think you know that it is possible that at that time there were men burned.

Q. When you got back from this trip in February 1942, did you mention this incident to anybody?

A. No, that I did not. But I heard all rumors that came from Auschwitz. I have spoken and asked them if they knew that.

Q. Who did you speak to about that?

A. I don't know.

Q. You don't know?

A. No, I don't remember not one.

Q. Did the speech of the workmen in the train describing the conditions at Auschwitz, did that make an impression on you?

A. A very deep and direct impression.

Q. Were you disturbed?

A. Oh yes, I was very disturbed. I did not think things like that were even credible at all.

Q. Were you troubled by what you heard?

A. Yes, I was very much troubled.

Q. In February 1942 you were very much troubled about what you heard, and you did not do anything about it?

A. It was not possible to do anything about it.

Q. Did you mention that to anyone else?

A. I repeat, no.

Q. Did you not think it was important enough to discuss with Mr. Johnson who had asked you to visit him?

A. If it was true, Mr. Johnson must also have known. If all the people in Auschwitz knew it, it was clear that Mr. Johnson knew it also.

Q. When you were troubled about a thing like this, didn't you

feel that it was important enough to investigate yourself?

A. (Through Hauptmann) He asked people coming from Auschwitz if they knew about it. When he asked those people coming from Auschwitz about those happenings, no one agreed to it but they answered negatively.

Q. Did any people deny that such conditions existed?

A. No.

Q. They did not deny it?

A. No, they did not deny it and they did not agree.

Q. They evaded a direct question?

A. Yes.

Q. Were you satisfied after you got those answers?

A. No, I was not satisfied.

Q. What did you do about it?

A. I did nothing about it.

(Through Hauptmann) He did not stop to question, but he did nothing about it.

Q. Did you consider it necessary to ask Mr. Darrford about those conditions?

A. No I did not. I did not have any possibility to speak with Mr. Darrford.

Q. Did you consider it necessary to inquire and speak with Mr. Ambrose as to whether this was true?

A. I did not consider it.

(Through Hauptmann) He was afraid it would be true.

Q. You were afraid that what the workmen told you on the train would be true and because you were afraid that what the workmen told you

on that train was true, you did not consider it proper to ask Dr. Ambrose about it?

1. If it was true, Dr. Ambrose should know it himself.
2. Let me ask you this, Dr. Struss, when people that came back from Anaschitz when you asked whether the conditions were true or not, did they satisfy you that they were true or not? Do you understand the question?

A. No, I was not satisfied.

- Q. And you believed that perhaps what the workman said was true?
- A. (Through Hauptmann) He did not believe the whole thing, but he started to believe that some of it is true.
- Q. Did anyone of the people to whom you spoke disprove that the conditions were such as you heard?
- A. Nobody said "no".
- Q. Were you satisfied in your own mind after your investigation that the conditions at Auschwitz were bad? Were you satisfied they were bad?
- A. Yes, not the plant Auschwitz, you mean the concentration camp Auschwitz.
- Q. Nobody to whom you spoke told you otherwise, is that correct?
- A. Nobody said "they are good", no, in the concentration camp.
- Q. From your investigation of the situation in February 1942, were you convinced that conditions in the Auschwitz concentration camp were bad?
- A. Yes.
- Q. Were you convinced that they were bad?
- A. I was convinced they were bad.
- Q. Were you also convinced that people were being burned in Auschwitz.
- A. No, I was not convinced.
- Q. Did anybody give you any evidence to disprove that?
- A. No, nobody.
- Q. But you were convinced that conditions were bad?
- A. Yes.

Q. Is this your statement — The people whom I asked about Auschwitz did not deny that the bad conditions existed and they did not directly confirm it, but instead gave evasive answers, and because they evaded answers on that point, I became very much disturbed for fear that the conditions described in Auschwitz might actually exist. Did you understand that statement?

A. Yes, that is correct.

Q. And that was in February of 1942?

A. No, it was not very frequent that people came from Auschwitz, it was later.

Q. Do you recall that in 1942 you discussed this matter with your assistants, Dr. Lohr and Dr. Lemeth?

A. My best remembrance is that I spoke with them. I think it is nearly impossible that I did not speak with them. I have recently asked Mr. Lemeth whether he recalls my discussing this with him in 1942, and he has no recollection of this.

Q. Do you recall, Dr. Struss, that a request was made for funds to construct the barracks at Monowitz?

A. I have noted it for Frankfurt. I have no remembrance of a camp Monowitz. But I have the files, and I will see if I have anything in the files.

Q. Do you recall that any requests for funds were made to TIA for the construction of additional barracks at Auschwitz?

A. No, only one large amount of barracks I remember. But I can see also in the files if there is made a difference between the camps.

Q. Do you recall whether any requests came in for funds for the construction of any barracks at Auschwitz?

A. Yes, for 20,000 barrack places.

Q. And did you understand that the additional housing facilities were to house concentration camp workers?

A. No, that I don't think until now. I thought the concentration camp men were in barracks of the SS, but I think I can see that in the files.

Q. Do you recall that there was any discussion as to whether I.G. Farben would have to feed the concentration camp inmates? You did not recall that?

A. No. Up to the interrogations now, I thought that first the concentration camp inmates were billeted in a camp which was managed by the SS, and secondly that the SS fed them. I thought the camp was outside and managed by the SS.

Q. Did Ambros ever report to you that the SS did not want to take over the feeding of people in the barracks?

A. I cannot remember. It is impossible that I can remember such details. It was not my department, and I think Ambros had not spoken with me about those things.

Q. In the reports which the building committee at Auschwitz sent to you, do I understand that a copy of those reports also went to Ter Meer?

A. Yes.

Q. And he would read those reports. Would Ter Meer read those reports?

A. I can't say it. As I know Ter Meer, I don't think he read them.

Q. Did you read them?

A. (Through Hauptmann) He thinks he had read most of them.

Q. You say that in the beginning of 1942 when you heard the stories of Auschwitz concentration camp, about the burnings and the cruelties going on there, did other people in Germany also hear about that?

Q. You learned that from an open discussion on the train ride?

A. Yes, he said it to all present. There were ten or fifteen in the compartment, and they all heard it.

Q. Was such discussion common in Germany? Were other people talking about concentration camps?

A. I never heard such things. That was the only case that I got those things, and I hoped that it was not true.

Q. But you did not investigate further after you heard it?

A. Yes, I investigated with all the men coming from Auschwitz.

Q. And your investigation did not disprove what he had said?

A. Not disprove or approve.

Q. And you did not think it important enough to personally investigate it?

A. In that manner could I do that?

- Q. You did not personally investigate the situation, did you?
- A. No, I did not.
- Q. In the summer of 1943 you visited Auschwitz again. Did it occur to you that you should investigate it then?
- A. No, I asked in Auschwitz a responsible man, the chief engineer Heydenbrock.
- Q. That did you ask him?
- A. He said it was true. I can give you from Frankfurt the exact date.
- Q. At your visit in 1943 at Auschwitz, you asked the chief engineer Heydenbrock whether the conditions at the Auschwitz concentration camp were true, and what did he tell you?
- A. He told me the conditions were true.
- Q. Was that after your visit in Auschwitz 1943 you made personal inquiry from the chief engineer of the Buna plant whether conditions were bad at the Auschwitz concentration camp?
- A. No, I told him what the man said on the train.
- Q. You reported to the chief engineer that the workers said on the train, and the chief engineer said what the workers had said was true?
- A. Yes.

- Q. And then you came back to I. O. Farber in Frankfurt. Did you then talk to anybody about that?
- A. I don't remember, I think I did.
- Q. Did you think it important enough to talk to somebody about it? How do you think you talked to?
- A. I think I discussed it with Ter Meer, Ambrose and Mr. Lammeth and Mr. Leach.
- Q. And you did tell them about your conversation with the chief engineer?
- A. Yes, also hoping that it was not true what the man said.
- Q. But you did tell Ter Meer, Ambrose, Lammeth and Leach?
- A. I don't remember, but I think I did. My best recollection is that I spoke with Ambrose, Ter Meer, Leach and Lammeth.

Q. And that you told them what the chief engineer at Buna told you?

A. Yes.

Q. What did they say, if you recollect?

A. I don't recall. I think Ambros must know it better. I think Ambros knew before me because Ambros was in Auschwitz very often.

Q. The chief engineer of the Buna plant with whom you spoke in 1943, did he specifically tell you that people were being burned at Auschwitz?

A. Yes. I think he also told me that before the burnings, they were gassed. I didn't know it until Heydebroek told me.

Q. And in the summer of 1943 you knew that people were being burned and gassed.

A. Yes.

Q. And to your best recollection you told that to Ambros and Ter Meer?

A. Yes.

Q. Did Mr. Schmitz know about this?

A. I cannot say it.

Q. Did Mr. Ter Meer?

A. Mr. Ter Meer must have known.

Q. Your recollection is that you discussed this with Ter Meer.

A. Yes.

Q. Was there any discussion among the people?

A. I don't know, but there must have been.

Q. Is this your statement, Dr. Struss, after I spoke to Heydebroek I was convinced that the situation at the Auschwitz

concentration camp was as bad as they had told me, but I was
hoping that it was not true. Is that a fair statement?

A. Yes, that is a fair statement. I had only 1% of hope that it
was not true.

Q. And that was in 1943?

A. Yes, that was very hard for me.

Q. I think this morning you told us that after the T-1 would make an appropriation, you would watch that the money was properly spent. After a credit or an appropriation for a certain program was approved for Auschwitz, I understood you to say that each month application was made by Auschwitz for a specific sum of money, is that correct?

A. Yes.

Q. And accompanying the request for money each month the Auschwitz management submitted an estimate as to their needs?

A. Formerly they gave these estimates to Mr. Schmidt, and mostly those estimates were exaggerated.

Q. In the estimates submitted to Mr. Schmidt each month, did they estimate the number of workers?

A. No.

Q. How did Mr. Schmidt determine whether to grant the request or to deny it?

A. He came to me.

Q. And what did he ask you?

A. I should see if the figures were OK.

Q. If the amount requested is proper?

A. Yes.

Q. And what did you do?

A. I made a better estimate.

Q. Did you find out how many workers were employed at Auschwitz?

A. Yes.

2. And did you also find out how much material was allocated to Anaschvitz?
1. Yes, I found out from the office branch. The number of workers who were actually at the plants, I got from Mr. Bartram.
2. Is it correct then to say that before you advised Mr. Schmitt you found out how many workers there were at Anaschvitz?
1. Yes, from the reports of Mr. Bartram.
2. Do you recall that the number of workers were increased each month?

1. Yes, we had a trend.
2. You had a chart indicating the trend and the number of workers?
1. Yes, I had it in the T21.
2. And the charts that you had in the T21 showed the number of workers and the trend?
1. Yes.
2. Did you know that within the number of workers listed, concentration camp labor was being used?
1. Yes, I had it broken down from Mr. Bartrams.
2. Did that show in any of the charts you had in the T21?
1. No, in those charts the concentration camp labor was not specifically indicated.
2. Was there anything on the chart that was hung in the T21 Bureau which indicated there was concentration camp labor used?
1. No. (Through Hauptmann) The charts that were on the wall at the T21 committee meetings did indicate that workers were being used and the charts had different colors indicating the different categories of workers. The chart showed a red area for Poles, and a yellow area for workers-on-loan, foreign workers-on-loan, convicts of the Wehrmacht, concentration camp inmates, Polish forced workers.
2. Anybody looking at those charts that were on the walls when the T21 committee met could see that concentration camp workers were being used?

- A. No, they could not. They only saw the yellow area but within the yellow area was a portion representing concentration camp employees.
- Q. So anybody looking at that chart would know that concentration camp employees were being used?
- A. Yes, I think so.
- Q. Did the TEI members know that concentration camp workers were being used in Auschwitz?
- A. Even without a chart on the walls if the members were only a little bit conscious about going-ons, they did know that in Auschwitz concentration camp labor was being used.

Q. Do you think that in 1943 when you were convinced of the atrocities at Auschwitz, do you think they also knew about it?

A. Yes.

Q. You believe they all knew?

A. Yes.

Q. After your visit to Auschwitz in the summer of 1943 and after you spoke to the chief engineer of Buna, you still approved expenditures of money for Auschwitz, for the use of concentration camp labor?

A. (Through Hauptmann) He does not remember that there were specific demands for money for the concentration camp labor. He will look in the papers in Frankfurt if there are special specification in this direction. In his recollection there were none.

Q. You knew in 1943 that it was noted as the people told you?

A. Yes.

Q. You also knew that people from the Auschwitz concentration camp were working in Buna?

A. No, not from this concentration camp.

Q. Did you know that concentration camp labor was being employed in Buna, and you knew that they were employed from a concentration camp near Auschwitz?

A. Yes.

Q. And you believed that it did not come from the large concentration camp?

A. Yes.

Q. Where did you believe it came from?

A. From an intermediate camp.

Q. In Auschwitz?

A. Not in Auschwitz, near Auschwitz.

Q. Did you ask anyone where the concentration camp labor was coming from?

A. Yes.

Q. Who did you ask?

A. I think also Mr. Heydenbrock.

Q. What did they tell you when you asked where it was coming from?

1. I cannot say Heydebreck, but I will say surely from Ambros.
- Q. Ambros told you which concentration camp he was getting the concentration camp labor from?
1. Ambros told me there was a large camp and a small camp, and the small camp is intermediate camp for all men, for the men who will work for us.
- Q. And he told you he was getting labor from that camp?
1. Yes.
- Q. When did he tell you that?
1. I cannot remember.
- Q. Was it before your visit in 1943 or after?
1. Before, oh, surely before.
- Q. Did he tell you anything after your visit in 1943?
1. No, it was sure I had not asked him.
- Q. And you continued to spend money for Buna, after Ambros told you they were using concentration camp labor?
1. Yes, it was not my job to say yes or not.
- Q. But the money was spent and approved by you and the Vorstand after Ambros told you that concentration camp labor was being used?
1. Yes.

CERTIFICATE

I, Jeannette Stengel, AGO No. 1 444981, hereby certify that the above pages which bear my initials, constitute a true and correct transcript of the stenographic notes made by me on March 27, 1947, of the interrogation of Dr. Ernst L. Struss.

/s/ Jeannette L. Stengel

1 CERTIFIED TRUE COPY

- 24 -
(END)

Case 6
sup. instr.
1/26

TRANSLATION OF DOCUMENT No. NI-14169
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

Exh # 1877

The Plenipotentiary General for Italy
of the Reich Minister for Armament and
War Production

The Plenipotentiary for the Chemical
Industry.

Milan, 7 March 1944.
Foro Buonaparte 16
Tel: 17461 - 4
RM/C

To Director Dr. Struss
with letter to IG Farbenindustrie Aktiengesellschaft
Office of the Technical Committee

Frankfurt (Main) 30
Grüneburgplatz

Dear Herr Dr. Struss,

After a journey made more difficult by heavy snowfall we have arrived back in Bonn and Milan as per schedule. I want to write to you immediately about some urgent questions which should be dealt with quickly.

Procrastination of labor for Germany.

This question is of course of immediate interest and Herr Dr. Ambros particularly is asking for assistance for Meschwitz. I had promised the latter that I would find out as soon as I arrived how the matter stands and that I would report about it. Unfortunately I am not able to do this at the moment since no final decision has yet been made about the recruitment of chemical workers. The Referent concerned of the GHI with the Staff for Armament and War Production, and Colonel Kirschner and Dr. Deichmann are trying to issue a final decree about the compulsory recruiting of chemical workers during the course of this week. As soon as the wording of this decree is definite I will see that you get a copy of it. I myself have up to to-day not yet been able to contact the three persons mentioned above.

(trans. note: margin: initial L.)

Perhaps you could telephone Warster and Ambros to give them this provisional information.

Deferment of Persons Liable for Military Service.

The inquiries made from the Staff for Armament and War Production Italy by General von Unruh for the time being determined that men born in 1906 or later can practically be deferred any longer. We had to register men liable for military service who were born in those years, divided into three categories:

- 1.) Those that can be released immediately;
- 2.) those that can only be released after replacement has been provided and trained;
- 3.) those that are absolutely irreplaceable.

It is obvious that only really exceptional cases come under the third category since it will always be possible for us to find a substitute for the work we are to do here.

The continued deferment of Dr. Sauer/Mooshat is not at all endangered by the present situation as Herr S. does not come into the age groups

mentioned above. I would be grateful if you would inform Dr. Winnacker about this. At the same time

(trans. note: handwritten note: Dr. Winnacker informed 11 March 44. [unintelligible])

(page 2 of original)

Milan. 7 March 1944.

To Director Dr. Struss, Frankfurt (Main) 30.

I would like to ask you to let Dr. Winnacker know that I am agreeable that Dr. Saenger should travel to Germany for about 10 days during the second half of March to take part in the conference at Allendorf and at the same time to deal with a number of other questions in Hoechst.

Unfortunately an undesirable situation has now arisen with regard to Dr. Henkel/Leverkusen, who was born in 1909. I have had to register Dr. Henkel under category 2 and it has been arranged with the local military authorities that Dr. Henkel will remain here until a replacement has been found for him, which I said would take two months, and that he would then train him during the third month. Thus he is still safe until the end of May. I would now like to ask you to deal with this matter in two directions. On the one hand I would like to avoid that the Leverkusen plant should lose a man who can be deferred there because it is impossible to protest to the Staff for Armament and War Production. Therefore please be good enough to take this matter up with Leverkusen and find out whether Leverkusen considers Dr. Henkel to be indispensable and whether he should return there in order to be re-entered on the plant's list of indispensable personnel. I will then try to relieve Dr. Henkel here for a short while, which would mean that he would be returning to Germany around April.

However I will then have to depend on getting a substitute for Dr. Henkel to come here. The reasons why we required him in the first place are the same now as then; Dr. Saenger was under no circumstances capable to cope by himself with all the work of the inorganic group here, particularly since his collaborator who deals with nitrogen (from the Ruhrchemie) is still unable to be present in Milan. If we are to encounter difficulties with deferment problems again it would be desirable for the chemist who is to replace Herrn Henkel to belong to a considerably age group, than that of the gentlemen who are at the moment just about to be drafted, who were born in 1906 or later. In this connection Dr. Henkel mentioned a chemist working in Leverkusen, Dr. Teichmann, who is also supposed to know French and Italian. I can of course not judge from here whether he could be considered at all.

Making available an official for registry and general office work.
During my last visit I told you that the man put at our disposal by Ruhrchemie is not at all able to cope with his job, which is partly due to the fact that from a chemical point of view the sphere of work of the Ruhrchemie is so limited that this man can not be expected to be familiar with the nomenclature of chemistry in general. In case of absolute necessity you spared no one of the members of the Office of the Technical Committee, and I was to write to you about this later after I had returned here. Now since my arrival here I have found out that the man made available by the Ruhrchemie is the personal secretary of Prof. Martin and that the latter will only allow him to remain here for another 2-3 months. Prof. Martin has urgently requested us to use this time to ask for and train a replacement. Under these circumstances I would be very grateful to you if

-5-
TRANSLATION OF DOCUMENT No. NI-14169
Cont'd

(page 3 of original)

Milan. 7 March 1944.

To Director Dr. Struss, Frankfurt (Main) 30.

you
would after all let me have the man from the Office of the Technical
Committee whom you had considered, although this will be a great
sacrifice for you to make in view of the lack of staff in your office.
However I can see no alternative at the moment.

In anticipation of your kind letter I remain with best regards

your

(signature) Dr. Fr. von Meer.

CERTIFICATE OF TRANSLATION

I, DOROTHEA L. GALEWSKI, ETO #34079, hereby certify that I am thoroughly
conversant with the English and German languages; and that the above
is a true and correct translation of Document No. NI-14169.

DOROTHEA L. GALEWSKI,
ETO #34079.

E N D

case 6
up. Dist.
26

Exh # 1878

TRANSLATION OF DOCUMENT NO. NI-5545
OFFICE OF U.S. CHIEF OF COUNSEL
FOR WAR CRIMES.

(page 1 of original)

I.G. FARBEINDUSTRIE AKTIENGESELLSCHAFT, FRANKFURT(MAIN) 20

Dept. Legal Department Chemicals

Date: 5 January 1942.

To be sent to Legal Department Dyestuffs, in the building.

Please

note - check - comment - communicate decision -
take further steps - return.

(page 2 of original)

I.G. FARBEINDUSTRIE AKTIENGESELLSCHAFT, FRANKFURT(MAIN) 20

I.G. Sales Office,
Litzmannstadt.

(Stamp): Legal Dept. Dyestuffs
Received 5 Jan 1942
Replied
Registered Mail!

Legal Dept. Dyestuffs 2224 5 January
1942.

Acquisition of the Chemical Works "Boruta" A.G., Zgierz.

(Stamp):
(in margin)

Dr. K. initial
Dr. K. initial

Dr. v. initial
R. Dr. von
Rompatt

Dr. S. absent

Dr. v. initial
T.

We refer to the telephone conversation between Dr. Seidel and the undersigned (left) and enclose a new letter for the Regierungspräsident (head of administrative district) in Litzmannstadt, along with a second copy of our application of 18 July 1941. We shall be grateful if you will hand over this letter personally at the competent office and ask the expert to deal with the matter as quickly as possible.

As you informed us by telephone, it may take four weeks to obtain the permits. Perhaps it will be possible however, especially as the application of 18 July 1941 cannot be found and this fact is the cause of the delay, to have the matter attended to more quickly.

I.G. FARBEINDUSTRIE AKTIENGESELLSCHAFT
(typed signatures):

Director Schwab
Legal Dept. Chem.

Schwab

oppa. Hubert.

Enclosures
Hc/la.

(page 3 of original)

I.G. FARBE INDUSTRIE AKTIEGESELLSCHAFT, FRANKFURT (A.M.) 20

The Regierungspräsident
(Head of Administrative District),
Litzmannstadt.

Management Dept. Dyestuffs 5 January 1941
HR 94

Acquisition of the Chemical Werke "Boruta" A.G., Zgierz.

In our letter of 18 July 1941 we asked you to grant us permits for the following transactions:

1. To acquire the site of the chemical works "Boruta" A.G., Zgierz.
2. To establish a limited liability company (G.m.b.H.) to operate the plants under the name of Teerfarbenwerke Litzmannstadt G.m.b.H. (Coal Tar Dye Works Litzmannstadt G.m.b.H.) situated in Litzmannstadt.

On making a personal enquiry about the result of our application of 18 July 1941, we were informed that the application had been received but that its present whereabouts were uncertain. We therefore enclose a second copy of our application of 18 July 1941 and would ask you to let us have the two permits as soon as possible.

We are particularly anxious to have the Teerfarbenwerke Litzmannstadt G.m.b.H., which has already been established, incorporated as soon as possible. This cannot be done, however, until the permit applied for has been obtained.

For this reason we should like to have the permits as quickly as possible.

Heil Hitler!

I.G. FARBE INDUSTRIE AKTIEGESELLSCHAFT

(Typed signatures):

v. Schnitzler

ter Heer.

Director Schwab, in the building
Legal Dept. Chemicals, in the building.

Enclosure
En/Na.

Carbon Copy.

TRANSLATION OF DOCUMENT NO. PI-5945
CONT'D.

(page 4 of original)

I.G. FARBENINDUSTRIE AKTIENGESellschaft, FRANKFURT (A.M.) 20

Second copy.

Director Schwab, here
Legal Dept. Chem., "

Das Regierungspraesident
(Head of Administrative District),
Litzmannstadt.

Management Dept. 18 July 1941.
Dyestuff

Acquisition of Chemical Works "Boruta", Zgierz.

The purpose of this letter is to inform you that the negotiations which we conducted with the Main Trustee Office East (Haupttreuhandstelle Ost), Berlin, concerning the acquisition of the site, plants and stocks of "Boruta" have now been concluded. The Main Trustee Office East will send further details direct to you i.e. to the Reichsstatthalter in Posen.

We request you herewith to grant us permits for the following:

- 1.) The acquisition of site and plants of "Boruta".
- 2.) The establishment of a limited liability company (G.m.b.H.) to operate the plants under the name of Teerfarbenwerke Litzmannstadt G.m.b.H. (Coal Tar Dye Works Litzmannstadt G.m.b.H.) situated in Litzmannstadt.

The company will take over the running of the plants acquired by us in Zgierz but no transfer of ownership will take place. The capital will amount to RM 500,000, one quarter paid up. On establishment the following shares will be taken over:

By I.G. Farbenindustrie Aktiengesellschaft,
Frankfurt/Main RM 100,000.—

By Ammoniakwerk Herseburg G.m.b.H.,
Lounawerke (District Herseburg)
with which we have close relations RM 25,000.—

RM 125,000.—

We look forward to receiving your decision.

Heil Hitler!
I.G. FARBENINDUSTRIE AKTIENGESellschaft
Typed signatures: v. Schnitzler ter Meer.
Carbon Copy.

TRANSLATION OF DOCUMENT NO. NI-6945
CONT'D.

CERTIFICATE OF TRANSLATION

I, SGT. A. B. MACLEOD, ET 20154, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document No. NI - 6945.

22 November 1947

SGT. A. B. MACLEOD
ET 20154.

(E N D)

Case 6
sep. 1946

TRANSLATION OF DOCUMENT NO. NI-6832
OFFICE OF U.S. CHIEF OF COUNSEL
FOR WAR CRIMES.

Exh # 1879

I.G. FARBENINDUSTRIE AKTIENGESELLSCHAFT, FRANKFURT (MAIN) 20
Direktor Hermann SCHWAB

To
Direktor Dr. A. Hirszowski
Chemical Plant in Winnica A.G.

Registered!

Winnica Post Henrykow
District Warsaw.

27 October 1941.

Dear Dr. Hirszowski,

I beg to refer to our conversation of the 20th instant in which I informed you that the I.G. Farben Aktien-Gesellschaft, Frankfurt a/M., has taken over the stock of the Winnica chemical plants A.G., which until now was in the possession of the French dyestuff factories with the Etablissements Kuhlmann, Paris, at their head, together with all the claims which the French dyestuff factories had on the Winnica. I am now sending you the text of the agreements which were made between I.G. and the French group at the Franco-German conference in Paris on 21-24 July of this year, as follows:-

" Winnica. I.G. and the French group are agreed that the latter shall transfer its interests in Winnica to I.G. The transfer shall be effected in return for the payment of a sum of 1 million Marks = 20 million French francs and according to the following provisions:

- a) The 1006 shares owned by the French group shall be transferred to the ownership of I.G.
- b) The transfer to I.G. of all claims which the French group has on Winnica for loans for temporary working capital and balance of budget etc., so that the French group has no claims left on Winnica.
- c) The cancelling of all claims of the French group on I.G. arising from the title Winnica and vice versa.
- d) On account of a tax-claim made on the French group by the former Polish state, a mortgage was registered against Winnica. Should there be a realization of such mortgage, the French group will reimburse Winnica for the expenditure."

The agreements are signed:
for the I.G. Farbenindustrie Aktiengesellschaft
by the two members of the Vorstand Dr. Tor Heer
Kommerzienrat Waibel.

TRANSLATION OF DOCUMENT NO. NI-6832
CONT'D.

(page 2 of original)

for the French dyestuff factories by
Monsieur R.P. Duchezin, President of the
Etablissements Kuhlmann
Monsieur le Docteur J. Frossard, Manager and Director
General of the
Etablissements Kuhlmann
Monsieur G. Thesmar, President of the Société des
Matières Colorantes et Produits
Chimiques de St. Denis.

I shall be in Warsaw again on 5 November and will go to
Winnica on one of my first days there. You will receive
more particulars by telephone when I am in Warsaw.

With greetings,

Yours faithfully

(signed) Hermann Schwab.

CERTIFICATE OF TRANSLATION.

I, DOROTHY E. PLUMMER, USFET 482, hereby certify that
I am thoroughly conversant with the English and German
languages and that the above is a true and correct
translation of Document No. NI - 6832.

13 February 1948

DOROTHY E. PLUMMER
USFET 482.

(E N D)

ansel
sep. dist.
E

Exh # 1890

TRANSLATION OF DOCUMENT NO. HI-8939
OFFICE OF U.S. CHIEF OF COUNSEL
FOR WAR CRIMES.

I.G. FARBENINDUSTRIE AKTIENGESellschaft, FRANKFURT (MAIN) 20

Captain Heinrich K o e h l e r ,
Field postal no: 08915.

Legal Department Dyestuffs 21 January
1942.

W i n n i c a .

We have come to an agreement with the French group that it shall transfer to us its interests in the Winnica. The transfer is to be effected in return for the payment of a sum of 1,000,000 Reichsmarks = 20 million French francs, and is based on the following provisions:

- a) The 1006 shares owned by the French group are transferred to the ownership of I.G.
- b) The transfer to I.G. of all claims of the French group on Winnica for loans for temporary working capital, balance of budget etc. so that the French group has no claims left on Winnica.
- c) The cancellation of all claims of the French group on I.G. arising from the title Winnica and vice-versa.

In this way we have acquired the majority of the stock capital. A further 988 shares are in the possession of I.G. Chemie Basle whilst 6 shares belong to unknown holders. As a result of the acquisition by our firm of the stock majority, the Winnica will be entered in the German trade register in Warsaw and the former statutes will be adapted to German stock law. The Aufsichtsrat and the Vorstand of the Winnica are to be composed of the following persons:

Aufsichtsrat (Supervisory Board)

| | |
|-----------------|----------------|
| von Schnitzler, | President |
| ter Meer, | Vice-President |
| Walbol, | |
| Kochler, | |
| Kuepper. | |

(page 2 of original)

Vorstand.

Dir. Schwab
Dr. Matzdorf.

TRANSLATION OF DOCUMENT NO. NI-8939
CONT'D.

We beg you to sign the enclosed declaration and to kindly forward it with greetings, undated and possibly without any addition, to the notary Joachim H a s e , Warsaw, Dorfstrasse.

We take the opportunity of sending you our best wishes.

Heil Hitler!

I.G.FARBENINDUSTRIE AKTIENGESELLSCHAFT

(typed):

signed v. Schnitzler signed Dr. Kuepper.

Enclosure.

CERTIFICATE OF TRANSLATION.

I, DOROTHY E. PLUCKER, USFET 482, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document No. NI - 8939.

13 February 1948

DOROTHY E. PLUCKER
USFET 482.

(E N D)

Case 6
up. Disb.
16

EXL # 1881

TRANSLATION OF DOCUMENT NO. NI-8148
OFFICE OF CHIEF OF COUNSEL FOR WAR
CRIMES

AFFIDAVIT

I, Friedrich Hermann ter Meer, after having first been warned that I will be liable for punishment for making a false statement, state herewith under oath, of my own free will and without coercion, the following:

Before going into details about conditions in Russia and especially those in the Buna plants, I shall first define in general terms the respective spheres of responsibility of Ambros and myself: My task was more the management, whereas Ambros was more the builder of the plants and he supervised the smooth running of the production. Later, approximately from 1942 on, this changed somewhat, as Ambros also started to participate in questions of contracts.

In reference to the Russian question a meeting took place in July 1941 in the Reich Ministry of Economics (RWM), in which the RWM explained the Reich's plans. The Reich's view point was, that German industry in Russia was not to acquire any property in the industrial installations located there, but that German industry was only to assist the Reich as trustee in running the plants which fell into German hands.

I have at hand a protocol of the meeting of the I.G. Vorstand on 10.7.1941, which reads:

"In addition Ilgner reports on two meetings in the RWM at which Dr. Oster, Eustefisch, Ambros and he himself were present. The main point was the nomination of co-workers temporarily drafted into the Wehrmacht who seem suitable for the technical and administrative functions connected with the continuation of production of the chemical industries of the former Soviet-Union..... For rubber..... I.G. is appointed trustee....." I.G. declares itself entirely disposed to lend its assistance. From this wording also I deduce that the initiative came from the RWM.

Had the factories come to be controlled by I.G., we probably would have converted the Russian process into the second phase of our German Buna "S" process. That would have led to a better and more perfected technique for the Russian factory, in regard to both process and apparatus. We therefore attached importance in such a case to having a voice in the fate of a plant which we improved technically. However, I am unable to disclose any details in the matter.

As far as I remember, I discussed the model of a

(Page 2 of Document No. NI-8148)

trustee agreement with Mr. Ambros and inserted those protective clauses - or recommended their insertion - which were required in the rightful interests of I.G.

The model agreement was to be used not only for the projected Synthese Kautschuk Ost G.m.b.H., but also for other Eastern Corporations. I can no longer state positively what discussions took place with regard to a possible acquisition of ownership of such factories, especially Buna plants. Another Vorstand protocol which is in my hands, No. 31 of 10.4.1942, only says that one of our most important problems in the East "is the transfer of trusteeships for the management of local enterprises, whose return to private ownership at an appropriate date being agreed upon on principle.

However, no decision has yet been made as to the form in which this is to occur or the body which is to obtain priority". My personal basic reaction towards new acquisitions was negative inasmuch as I did not want to buy ordinary factories abroad anyhow. I discussed these questions in great detail with Ambros, especially in the rubber affair. The forced over-expansion of German production might have resulted in the desire to minimize development in Germany by converting Russian factories. As far as I remember, I had planned to convert the

with Ambros, especially in the rubber affair. The forced over-

expansion of German production might have resulted in the desire

Russian rubber factories which, owing to war events, now lay far behind the German front, to the production of Buna "S".

In such a case, where we might have given the Russian factories valuable information, we wanted to secure a right for a future date also.

The guarantee of such a right was only possible in an agreement in the form of a pre-emptive right. The German patents which had already been in existence for a long time would not have afforded protection in Russia.

I wish to state in this connection that about the same time the installation of a factory had begun in Auschwitz, in which I participated very unwillingly. The whole Auschwitz enterprise might have been dropped had we converted a Russian factory to our process; that may have influenced our attitude towards the Russian factories.

I have carefully read each of the three pages of this declaration and have signed them personally. I have made the necessary corrections in my own handwriting and initialed them and I declare herewith under oath that I have given the pure truth to the best of knowledge and conscience.

(signed) Dr. Fr. ter Meer

Sworn to and signed before me this 23d day of April 1947 at Palace of Justice, Nurnberg, Germany, by Friedrich Hermann ter Meer, known to me to be the person making the above affidavit.

(signed) Randolph E. Newman
(Attorney)
U.S. Civilian # 397712
Office of Chief of Counsel for
War Crimes U.S. War Department

CERTIFICATE OF TRANSLATION

I, Mona A.M. Macleod hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document NO NI-8148.

18 June 1947

MONA A.M. MACLEOD
H.E.P. 38347

Case 6
sup. fish
K

Exh. 882

TRANSLATION OF DOCUMENT No. NI-6952
OFFICE OF CHIEF OF COUNSEL FOR THE CHIEF

U R G E N T

| | |
|---------------------------------------|--|
| Dir. Dr. Stein (NS) initial, 18 March | Dir. Dr. Kuerner (NS) initial (15 March) |
| Dr. Mayer-Mogelin (NS) seen | Dr. von Kospatt (NS) initial |
| Dr. Boyer (NS) seen | Dr. Secherling (NS) initial |
| Dr. Edlich (NS) on active service | Dr. von Dietzen (NS) initial |

Department directorate chem. (NS) P

Dept.: (NS) Z

Stamp:
12 March 1941

10 March 1941

(page 2 of original)

I.G. FARBEINDUSTRIE AKTIENGESELLSCHAFT LEVERKUSEN / Rhine

Legal Department.

| | |
|------------------------------|------------------|
| Our Reference: | Date: |
| Central Office for Contracts | 7 March 1941. G. |

To
Director Dr. ter Meer (Office of the Technical Committee), Frankfurt/M.
Professor Dr. Lautenschlaeger, Hoechst/M.
Director Dr. Gajewski Welfen.

Subject: Contract with Rhone-Poulenc.

Sirs,

Please find attached a copy of the contract relating to pharmaceutical products and certain special products concluded on 30 December 1940 between the legal department Leverkusen and the firms Rhone-Poulenc and Societa, Paris.

No objections have been raised to the contract.

With German Salute !
I.G. FARBEINDUSTRIE AKTIENGESELLSCHAFT
Central Office for Contracts
(Signature) Pretje

1 appendix.

MS: No comment
10 March 1940
Initials

Copy and enclosure to
Legal Dept., Chemicals, Frankfurt/Main
Copy without enclosure to
Legal Dept., Leverkusen

TRANSLATION OF DOCUMENT No. NI-6952
CONTINUED

CERTIFICATE OF TRANSLATION

2 February 1948

I, Leonard L. BURKE, No. 20138, hereby certify that I am a duly appointed translator for the German and English languages and that the above is a true and correct translation of the document No. NI-6952.

Leonard L. BURKE
No. 20138

Case 6
sup
Disks
46

E+h # 1883

TRANSLATION OF EXCERPT OF DOC. NI-14175
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES.

Sté. Francolor.

14 July 1941.

.....
(page 3 of original)
.....

Article 11 - 1st paragraph.

(Hand-written): No. Mo Dougie requests that after the words "nor to favor such an enterprise in any way whatsoever" the following provision be inserted:

"However, this undertaking does not restrict the liberty of the French contracting corporations to invest capital in enterprises having their activities abroad."

It would seem that this provision only serves to make more clear the intentions of the parties who, at the last Conference, had consented to add the word "actively" in the sentence which said that French corporations should not participate in other enterprises.

CERTIFICATE OF TRANSLATION.

I, DOROTHY E. PLUMMER, USFET 482, hereby certify that I am thoroughly conversant with the French and English languages and that the above is a true and correct translation of excerpt of Document No. NI - 14175.

11 February 1948

DOROTHY E. PLUMMER
USFET 482.

(E N D)

Case 6
with
sp. 26

Exh # 1884

TRANSLATION OF EXCEPPT OF JOC.NI-14176
OFFICE OF U.S. CHIEF OF COUNSEL
FOR WAR CRIMES.

A g r e e m e n t

between

- 1) The Compagnie Nationale de Matières Colorantes et Manufactures de Produits Chimiques du Nord réunies Etablissements Kuhlmann, Paris, hereinafter referred to as "Kuhlmann", and also in the name of the Compagnie Française de Produits Chimiques et Matières Colorantes de Saint-Clair-du Rhone, Paris, hereinafter referred to as "Saint-Clair",
 - 2) the Société Anonyme des Matières Colorantes & Produits Chimiques de Saint-Denis, Paris, hereinafter referred to as "Saint-Denis",
- described jointly as the "French group", and
- 3) the I.G. Farbenindustrie Aktiengesellschaft, Frankfurt/Main, hereinafter referred to as "I.G." and
 - 4) the Compagnie des Matières Colorantes et des Produits Chimiques "Francolor" Société Anonyme, Paris, hereinafter referred to as "Francolor".

.....
(page 7 of original)
.....

Article 5.

Powers of the Conseil d'Administration.

The following business operations and projects shall be subject to the approval of the Conseil d'Administration
(handwritten)
of Francolor.

- 1) The acquisition, mortgaging and sale of immovable property.

(page 8 of original)

2) The undertaking of constructions, constructional alterations, or installations, the value of which in each case exceeds the sum of 500,000 ^(handwritten) francs.

3) The carrying-out of experimentation, the cost of which exceeds the amount of 200,000 ^(handwritten) francs p.a.

4) The participation of the Corporation in other enterprises, the conclusion of agreements based on common interests, or of cartel agreements, or of any other conventions regulating production or the market.

5) Is crossed out by hand in the original text.

6) Contracts binding the Corporation for more than one year, ^(in handwriting) as well as contracts the value of which exceeds the amount of 500,000 ^(handwritten) francs, to the extent that such contracts are not of the nature of periodic and regular purchases and sales within the limits of the purpose of this Corporation.

7) Is crossed out by hand in the original text .

8) The conclusion of license- or sub-license agreements and of agreements for the sale or acquisition of patents.

9) The granting and withdrawal of procurations and the authority to act and sign for the Corporation.

10)
11) } are crossed out by hand in the original text.
12)

.....
(page 31 of original)
.....

Frankfurt /Main, 25 April 1941.
Technical Committee / Dr.L/Ha.

TRANSLATION OF EXCERPT OF DOC.NI-14176
CONT'D.

CERTIFICATE OF TRANSLATION.

I, DOROTHY E. PLUNGER, USFET 482, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of excerpts of Document No. NI-14176.

13 February 1948

DOROTHY E. PLUNGER
USFET 482.

(E N D)

Case 6
sup. Inst.
8

Exh #1885

Record

of a conference held in Frankfurt/Main on 22nd May 1941

Those present were:

Dr. ter Meer
Dr. Struss
Dr. Hoyer

v. Heider
Borgwardt
Flotho
Dr. Prentzel
Oeliger

Ref. Francolor agreement

Dr. ter Meer starts by explaining the fundamental idea on which we based our first proposals for the agreement. We intended, through Francolor, to collaborate on a grand scale in building up a modern chemical industry. Not only dyestuffs, intermediates and dyestuff auxiliary products, but also the organic chemicals which happened to be produced in the parent companies were to be Francolor monopolies.

The French counter-proposals to regulate the manufacture and sale of products belonging to the "chemical field" in which they had on principle reserved all rights to themselves, compel us, however, to deviate from our original idea.

As Euhmann and St. Denis are unwilling simply to turn their chemical production over to Francolor, we must also reserve to ourselves the maximum freedom in the "chemical field."

In principle, both sides are to be allowed freedom with regard to inorganic chemicals. Francolor is to be bound to remain outside the field of inorganic chemistry, except in the case of products for its own consumption.

There is no great production of inorganic chemicals by the parent companies. St. Denis manufactures sulphated hydrochloric acid (Sulfatealssure)

Page 1 of original

sodium sulphate and sodium sulphide mainly for its own use; zinc sulphate

Page 2 of original (cont.)

and sodium sulphide only for sale.

Villiers-St. Paul manufactures chlorine, caustic soda solution and hypochlorite for its own use.

With regard to products intended for sale, our attitude towards possible agreements with the French firms will not be influenced by the fact that these companies are our partners in Francolor.

In the "chemical field", which, owing to the diversity of products which it covers, is to be described as "produits divers" in the draft of our new agreement, a solution must be found appropriate to the nature of the separate products or groups of products. There is, above all, as a result of the French counter-proposals, no longer any reason to assign the sale of the products of the "chemical field" unreservedly to Kuhlmann and/or St. Denis, as provided in our first proposal for an agreement.

In our new negotiations with the French we shall take the point of view that we are naturally unable to transfer to Kuhlmann and St. Denis the sales of those chemicals in which they are in competition with Francolor.

The introduction of Sopi for the sale of certain products cannot be discussed with the French at present. This question is, however, to be brought up for discussion by us at a later date.

No mention is to be made in the agreement of the importation of the products in the "chemical field" from Germany to France, so that we may retain our freedom of decision in this respect. The agreement will also not hinder us in principle - at least, as far as the "chemical field" is concerned - from combining in any form with third party French enterprises. In deliberating on cases of this kind, the interests of our subsidiary company Francolor must, of course, receive the first consideration.

Page 3 of original

Some of the problems arising in connection with the "chemical field" are defined in the following paragraphs:

Vulcanization accelerator, Antioxidant.

Our demand aims at obtaining a leading position for Francolor in connection with these products, by making it responsible not only for the sale of its own products but also for that of the large output of St. Denis. It must be admitted that this proposal will be unpopular with St. Denis, as the vulcanization accelerator is one of its main fields of production today, and we must make up our minds at once to assign the sale of Francolor products to St. Denis. In this case, however, we shall demand that the sale of new products, e.g. the AE product (special buna accelerator)^{to} be introduced by us to Francolor in the future, be assigned to Francolor or possibly Sopi.

Vinyl resins, vinylchloride, polyvinylchloride

These are parent company products still in the experimental stage. We shall reserve to ourselves full freedom in this field and shall not in the meantime introduce any of our experience or our processes into Francolor. In any case, we shall reserve the right to decide whether we shall supply the demands of the French market by importing or producing jointly with other French firms.

Phenolic resin and lithic resins (Kunststoffharze)

We cannot demand the transfer of production of phenolic resin from Kuhlmann to Francolor; but we intend to try to reserve the manufacture of lithic resins solely for Francolor. In this way the kaurit glue business could be developed in Francolor without the restrictions imposed by competition.

Intermediate Products

will be regarded as Francolor monopolies in full conformity with the treatment of dyestuffs and auxiliary products for their manufacture.

Page 4 of original

Where exceptions must be made - as in the case of phthalic acid, mono-chloroacetic acid, benzaldehyde, para-dichlorobenzene etc., each case must be negotiated separately. For instance, phthalic acid is an intermediate product of which only insignificant quantities are required by Farben. As a result of the backwardness of the French lacquer production, in comparison with the modernity of its chemical works (France hitherto had ample quantities of oil at its disposal), the demand for phthalic acid for plasticizing agents and phthalic acid resin is at present negligible. Even now, however, it is clear that a change is impending. In this case Kuhlmann could make a claim at the appropriate time to cover the increased demand for phthalic acid themselves. It is more than doubtful if we could refuse to consider Kuhlmann's wishes with regard to this product, which is of importance to manufacturers of organic chemicals. Dr. ter Meer would be inclined in certain circumstances to allow Kuhlmann to participate in the phthalic acid production. In that case, of course, we should not assign the sale of Francolor products to Kuhlmann; both manufacturers would handle sales, either in competition with each other or on the basis of agreements regulating the market.

In principle, the intermediates will be sold by Francolor:

- 1) in France, the French colonies and mandated territories only.
- 2) not to dealers.
- 3) exports to take place only with our agreement, if at all.

We must be very cautious in framing the clause concerning technical assistance - and this applies to the whole field covered by the agreement. Farben will not enter into any binding obligation to render technical assistance, but will rather reserve the right to

TRANSLATION OF DOCUMENT NO. HI-8957 (cont.)
OFFICE OF CHIEF OF CONSUL FOR WAR CRIMES

Page 4 of original (cont.)

decide each case separately. When, in course of time, the Francolor plants have become completely separated from the parent companies in both technical and personal respects, thus affording a guaranty that processes and experience in the possession of Francolor cannot be diverted to the parent companies, this clause may be treated less rigorously.

Page 5 of original

The condition laid down in the first draft of the agreement, to the effect that Francolor is entitled to transfer production to other localities within Francolor and to develop them further, will be included in our new proposals for an agreement. This contractual stipulation is intended to exclude the possibility of demands from the parent companies - in cases where Francolor decides to close down plants in order to erect them under better conditions elsewhere - that production be transferred to their own plants.

The Sparte originally intended to include Wilhelmshaven and Dornach in the Francolor agreement. This intention was abandoned, however, as it would have rendered our position with regard to Francolor more difficult, and we considered this undesirable.

In the sphere of dyes and auxiliary products the French are restricted by the agreement to the French market and export to Belgium and Spain, so that they will no longer compete with the Sparte in any other markets.

Pharmaceutical products are not included in Francolor's assignments.

Signature: initial (illegible)

Ffm., 26.5.1941
Ch/Hs

CERTIFICATE OF TRANSLATION

I, Mone A.M. Macleod, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the Document No. HI-8957

16th July 1947

Mone A.M. Macleod
MEP 38347

TRANSLATION OF DOCUMENT RG.NI- 14824
OFFICE OF U.S. CHIEF OF COUNSEL
FOR WAR CRIMES.

For circulation:
Dr. von Schnitzler. Initialed: v.S.4/12. (Doc. 4th)
Dr. ter Meer
K. R. Waißel
Dr. Kuepper

Back to Management
Dept. Dyestuffs.
(Signature): illegible.

Strictly confidential
and only for internal use.

File-note on the Conferences in Paris on 23, 29 and
30 November 1940.

(Dr. Kugler,
Dr. Terhaar,
Dr. Kramer).

1. Conference with Ministerialdirigent Dr. Michel and
Dr. Kolb.

The question of the place for the first Franco-German dyestuffs conference was taken up again and still seems to hold a degree of importance for the Paris offices which makes the individual case in question take on fundamental proportions. Dr. Michel volunteered the information that Dr. Barandt has recently left expressly for Berlin, in order to obtain a clarification in the Reich Ministry of Economy as to whether Paris or Wiesbaden is to take precedence. The point of view held in Paris is that on principle such negotiations should have their start in Paris, unless the object of the negotiations is to be charged from the outset with political meaning. According to Paris, Wiesbaden would have to come into action only if such negotiations remained without positive success and if it were necessary to apply political pressure which, as Herr Michel himself declared, Paris is in a position to exercise only on a limited scale.

In the special case of the dyestuff negotiations it was all the more regrettable that the first conference took place in Wiesbaden as the situation had already been prepared and clarified to the greatest extent in line with German ideas through the negotiations in Paris with MM. Duchemin and Frossard. If the conference had taken place in Paris then it would have been simply impossible for the French to begin the negotiations with the thesis of the existence of the Franco-German cartel and discussion could have started at once on the realization of the "claim to leadership" of I.G. The transfer to Wiesbaden gave the French cause and opportunity for a "change of tactics" (Garniturwechsel).

(page 2 of original)

and necessarily encouraged the hope in them of achieving something better in "official surroundings" than what had been prepared unofficially, so to speak, in Paris, although it must be admitted that the course taken by the negotiations in Wiesbaden as such was not to be criticized.

Moreover, the prestige of Paris had unfortunately been badly prejudiced through the course of events. In the absence of Herr Michel, Dr. Kolb had heard from M. Blanchard via Lt. Col. Neef that the date had been fixed for 21 November, and had then arranged with Berlin over the telephone about its own part in things so that it could "save its face" at least with regard to the French. Both gentlemen recognized in the course of discussion that I.G. found itself in a somewhat delicate situation in the whole affair and that it was difficult for it to consider the case from any other angle than that of its intention to remain the object of official decisions. It can be said that the case is to be considered as settled for I.G. and that no resentment has remained. Its clarification was aided substantially by a letter which was written by Ministerialdirigent Dr. Bergemann to Dr. Michel and delivered to the latter by Dr. Torhaar.

Dr. Michel certainly expects further conferences to take place in Paris, and this was also promised, it being pointed out that Wiesbaden considers the private economic conferences as being already under way, and will not make any demands as to where the negotiations shall take place. Wiesbaden must naturally be advised in due time of developments.

In the further course of the conversation the result of the Wiesbaden negotiation was discussed in detail and the file note of the private economic conference of 22 November was handed over. Neither the account of the discussion of 22 November nor

(page 3 of original)

the I.G. demands gave rise to any conflicting opinions. I.G.'s wish for tactical and material support is understood. There is readiness to comply and to see that, within the scope of the possibilities given in Paris, the French production facilities, at least, are not improved, and that no alleviations are offered to production which might weaken the opponent's will to negotiate and allow him to assume that work could go on for the time being, even without coming to terms with I.G. In underlining the general interest in a speeding-up of the Franco-German dyestuff conferences and in the achievement of a positive outcome to them special emphasis was laid on the fact that, in the meantime, I.G. could not influence French export activities and that there are already indications of disturbances which prejudice German receipts in foreign currency. Dr. Michel promised that in the meantime, in

his capacity as Kommissar for foreign trade, he would take appropriate measures in this respect.

Dr. Kolb said that he already had proof of the reactions of French industry to the Wiesbaden conferences. In the meantime he had talked to both M. Blanchard and M. de KapHerr. I.G.'s demand was described as "très dur" (very harsh) and its claim to a majority as strongly affecting the feelings of the nation. There was no danger that the French would be dilatory in handling the matter. On the contrary, the whole question was being discussed with lively interest. It is true that a counter proposal was obviously being weighed on the French side, to ignore the idea of promoting a corporation for production with a German majority, and instead to promote a sales-corporation with German influence. The origin of this proposal obviously goes back to conversations held on the French side with Rhone-Poulenc and to the suggestion made to the latter firm by I.G. under completely different conditions. The fact was stressed both to Dr. Kolb as well as to Dr. Michel that such ideas as these for the settlement of the dyestuff question would necessarily be devoid of interest for I.G.,

(page 4 of original)

and that the "situation unique" in the dyestuff field could only be settled by way of participation in production. On the other hand, the situation was such that the proposals which were planned for its settlement could in no way be considered by the French as of prejudice to a third party. It appeared all the more necessary to emphasize this point of view as in the Hotel Majestic there is obviously a certain predilection for such qualified minorities and joint sales-corporations and as the agreement Schleier/Usines du Rhone (30%) is looked on as a model in this respect. In this connection the opposite case is interesting, moreover, viz. that Henschel by way of private economic agreements has acquired the majority in the French railroad engine factory "Socun" and that the requisite application for foreign currency has been approved in the amount of 30 million French francs.

The necessity for a German majority-participation in production was further discussed at a dinner with Dr. Kolb on 28th November and at a dinner with Dr. Michel on 29th November (in the presence of Consul General Mann and Direktor Grobel) and understanding was expressed for this demand. Both Dr. Michel and Dr. Kolb are of the opinion that the realization of I.G.'s demand might be decisively influenced by the suggestion made to the French that the majority should be acquired in return for a surrender of I.G. stock. There is no doubt that such an operation would be fit to remove any obstacles and psychological opposition which still exists.

2. Conference with Reichsbankrat Weniger and Henke (qualified engineer) (until now employed in the administration of the Protectorate in Prague.

Both persons work in the military administrative services on the development of the organization of French industry and in particular of the distribution of raw materials in the chemical field. They were informed in detail of the results of the Wiesbaden negotiations and were given the file note of 27 November.

(page 5 of original)

Tactical and material support was promised here as well and should be especially successful in this case as through this channel, too, the allocation of raw materials for French dyestuff factories in the occupied zone can be decisively influenced. By the way, upon termination of organizational preparations the ultimate supervision of the allocation of raw materials in the chemical sector is said to be vested in Dr. Kolb.

Horren Weniger and Henke pointed out that, in view of the prevailing circumstances, it would be useful to confer with the economic department in Brussels on the question of the delivery of chemical preliminary products from the two northern provinces, as this question was so important for the allocation of raw materials. To this end Dr. Termeer will return via Brussels and will deliver a special report on the result of the corresponding negotiations in Brussels.

3. Conference between Dr. Kramer and Herr Theodor on 30 November 1940.

Dr. Kramer asked Herr Theodor for a conference on the pretext of settling a question concerning the St. Denis depot. Herr Theodor came to the SOPI. The following points in the conversation are to be noted:

Herr Theodor describes I.G.'s demand as very far-reaching and qualifies the Wiesbaden conference, as well as the way in which the negotiations were conducted by Ambassador Hennen, as very depressing. The thesis of the still existent Franco-German cartel was brought up in all good faith. It is interesting to note here that, according to what Herr Theodor says, contact was also established in this respect with the Swiss I.G., which as far as its own purposes were concerned, like the English, would have to consider the cartel as being dissolved, on the grounds of official regulations.

At present the members of the French group are busy examining the whole situation. A profusion of problems has arisen. It is hoped that their attitude will be made known in about two weeks. As to the nature of their attitude Herr Theodor would not make any statement. In his opinion

(page 6 of original)

it would be advisable that there ^{should} be no further meeting for negotiations until January 1941. Dr. Kramer gave his personal advice that under no circumstances should the German side be allowed to get the impression that the affair was being handled in a dilatory way.

The conversation with Herr Theodor confirmed the suspicion that the idea of a sales-corporation is also influenced by the negotiations of I.G. with Rhone-Poulenc. For the night before Herr Theodor had been together with M. Grillet and so who had just come from the negotiations with Consul General Kann.

4. Conference of Dr. Kramer with Monsieur J. Frossard.

M. Frossard has been ill for about 8 days and is at home. Dr. Kramer called on him at his house on the pretext of discussing the settlement of the question of phthalic acid deliveries and M. Frossard talked fairly openly about the whole problem of the agreement. Dr. Kolb's suspicion as to the tendency of the French counter-proposal is confirmed.

There is agreement with I.G. about the necessity for the small factories to disappear, but on the other hand the German suggestion for the promotion of a single uniform corporation for production is considered to be very complicated and "impractical". In addition to this, there is hesitation about giving up officially the character of a "national" dyestuff manufacture with a "French head", which would necessarily be the case in the event of a German majority participation in the corporation for production. The German claim to leadership could nevertheless be satisfied also, in his opinion, by way of a sales-corporation which would conclude agreements as to sole distribution with the dye-producing plants of the Etablissements Kuhlmann etc. Ultimately production could in any case be influenced automatically through sales, and in addition provisions could be made for a periodic German control of the factories to be effected through the medium of the sales-corporation. The sales-corporation could also keep the accounts. The sales-corporation should be managed by a "Comité de Direction",

(page 7 of original)

which, with a German participation of only 50% might be composed possibly of two German representatives and one Frenchman. A settlement of this kind could also, in addition to the private economic agreement, be given a public guarantee by means of a special government decree. He himself had not taken part in the Wiesbaden negotiations, because he was not a member of the French industrial organization. As a result of the new stock corporation law he had recently become President of St. Clair, whilst at the same time he kept his position in Kuhlmann. He hoped to

TRANSLATION OF DOCUMENT NO. NI-14224
CONT'D.

be able to take part in the further negotiations with I.G. He himself had the deepest comprehension for the attitude of I.G. Not only did he think to a certain extent along German lines because of his origin and education, but he was now facing the fact that Germany had won the war. It was true that not all of his colleagues thought as he did. To those opinions must be added a remark made by Dr. Kolb, according to which Fressard and KapHerr are obviously the persons who are obviously the persons who are "prepared to settle" or give themselves such appearance.

(stamped) signed Kugler.

To be distributed by:

Management Dept. dyestuffs
for circulation in inner dyestuff committee.
Dr. Kugler
Dr. Fressard
Dr. Kramer.

CERTIFICATE OF TRANSLATION

I, DOROTHY E. PLUMMER, USFET 482, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document No. NI - 14224.

11 February 1948

DOROTHY E. PLUMMER
USFET 482.

(E N D)

Case 6
sup
H

EXL #1888

TRANSLATION OF DOCUMENT NO. NI-14235
OFFICE OF U.S. CHIEF OF COUNSEL
FOR WAR CRIMES.

(The following are hand-written
remarks):

France (1940/41)
German-French Dyestuffs
Discussion.

For in the woods,
There are the robbers !
7/23/41.

Xisc. 24/21

7537.

395.

CERTIFICATE OF TRANSLATION.

I, ELVIRA RAPHAEL, AGO B 387972, hereby certify that I
am thoroughly conversant with the English and German
languages and that the above is a true and correct
translation of Document No. NI - 14235.

16 February 1948

ELVIRA RAPHAEL
B 197972.

(E N D)

Case 6
sup. 414

Exh # 1419

(stamp):
Director Brandel

(handwritten):
Dr. Boyer

To Director Dr. Petersen
Farbenfabrik Wolfen

Wolfen

District of Bitterfeld.

(stamp):

SECRET !

1. This is a state secret within the meaning of para. 86, Reich Legal Gazette.
2. To be forwarded only in envelope, and to be mailed only as "registered".
3. To be stored at the responsibility of the recipient under lock.

Dr. A.M./No.

16 August 1939

Nitrate of Ammonia 60 g.

This is to inform you that the contract signed by I.G. on 13 July 1939 was approved by the Technical Committee on 7 August 1939.

(stamp):

Office of Spargen I.
sig. Ad. Lueller

Copy to Legal Dept. Ludwigshafen

CERTIFICATE OF TRANSLATION

I, John J. BOLL, AGO No. A-44412, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document No. NI-14231.

John J. BOLL
U.S. Civilian
AGO No. A-44412

CASE 6, PRISONER VI

Doc. No. VI - 14001 (Prosecution Exhibit 1890)
never distributed.

Descriptions Photo of the New and Hitler.

Casebook
ref 1/6

TRANSLATION OF EXCERPTS FROM DOCUMENT
NO. NI-14230
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

Exh A 1891

No. 112

Minutes of the
TEA Meeting, held in Frankfurt/M
on Monday, 27 February 1939, 9:30 A.M.

Present: The gentlemen mentioned in Annex 1).

(Page 5 of original)

IV. The general credit-situation and the budget-plan.

Since the beginning of the Four-Year-Plan in October 1936, nearly 80% of the new plants of I.G. are operated under MGX- or GS-numbers.

All applications for the assignment of a MGX- or GS-number have to be brought to the attention of the TEA-office by means of a copy.

The inquiry of the Reich Office for Economic Development regarding the requirement of steel, wood and cement in 1939 and 1940 for Four-Year-Plan plants should be answered only after the TEA-office has been informed of the appropriate demands. Appropriate blanks are being sent to the plants.

(Page 9 of original)

Annex 1) to the minutes of the TEA meeting on 27 February 1939.

| | |
|--------------------|-----------------|
| | Schmitz |
| Sparte I: | Schneider |
| | Bustafisch |
| | Mueller-Gunradt |
| Mittel: | Scharf |
| Sparte II: | ter Meer |
| Oberrhein | Wurster |
| (Upper Rhein) | |
| Maingau | Leutenschlaeger |
| (Main-Valley) | Jachne |
| Niederrhein | Hoerlein |
| (Lower Rhein) | Kachne |
| Mittel-Deutschland | Baergin |
| (Central Germany) | |

TRANSLATION OF EXCERPTS FROM DOCUMENT
NO. SI-14230
Cont'd

Sparte III:

Group Powder and
Explosives

Gajewski

Mueller
Pflaumer
Winnacker

BERING (Secretary

CERTIFICATE OF TRANSLATION

I, IVONNE A. SCHWARTZ, ITO NO. 30106, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Excerpts from Document No. SI-14230.

IVONNE A. SCHWARTZ
ITO NO. 30106

END

Exh # 1892

TRANSLATION OF DOCUMENT NO. NL-13521
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

IG FARBINDUSTRIE AKTIENGESELLSCHAFT, LUDWIGSHAFEN/RHINE

Dr. G. AMBROS

(transmitted: handwritten)
to: Dr. Dr. Bruch.

To: Director Dr. Dr. Dr. Dr.
IG Farbenindustrie AG

Stamp:
STRICTLY CONFIDENTIAL
Initials: B. K. illegible

Frankfurt/Main

14 December 1936/Er.

Dear Dr. Dr. Dr. Dr.

As I already told you verbally, we have at the request of the Raw Materials Office undertaken the job of drafting a manufacturing plan for the production of L and its preliminary products and of suggesting the measures which we consider to be necessary in the interests of the matter.

Our Dr. Wittwer, who is in charge of this, will be assigned to this special order for several weeks and will work out our plan in the Raw Materials Staff.

At the present we are starting out from the fact that in the long run preparations cannot be created by storing entire amounts of L, but rather by having A-plants (war plants) which are ready to start operating, particularly since it is not yet quite certain how long the finished product can be stored. For reasons of investment and consumption of raw materials we should therefore probably try to have the D-L process developed and a plant built for it.

During the next few days Dr. Wittwer will therefore collect all the data about the technical stand of the processes, will form an opinion on them and will then deal with the raw materials question.

Acetylene will remain the basis; this will either become ethylene through spirit or we hope that it will be possible to hydrogenate this directly into acetylene according to the Ludwigshafen process. This method would save 2/3 of the amount of chlorine which is otherwise required for the oxol process.

CARBON COPY

(page 2 of original)

IG FARBINDUSTRIE AKTIENGESELLSCHAFT, LUDWIGSHAFEN/Rhine

14 Dec 1936 2

The question of acetylene and power is at present of necessity being studied through the same projects.

We will then work out a development plan for L supplies in case of war on the basis of the technical criticism of the processes and raw materials supplies and after the locations have been decided will compile appropriate plans. We hope that we shall be able to have our technical staff, which built Ammerort and which is just carrying out the Wolfen project, released for this purpose.

In our opinion the Ammerort plant should start operating immediately, in addition to this installation of the emergency plants (Bereitstellungsanlagen), so that stocks of oxol can be established. We are at present studying the possibility of starting operations at

and, with regard to supplies of steel and power, of plant requirements
and of supplies of chlorine and alcohol.

I presume that you will agree to these "conditions and"

remain

(transmitted handwritten) /

yours / faithfully

(trans-motor stamp) signed Dr.
O. G. G. G.

copy to Dr. Wittwer

CARBON COPY

CERTIFICATE OF TRANSLATION

I, DOROTHEA L. GALAWSKI, ETO #34079, hereby certify that I am
thoroughly conversant with the English and German languages and that
the above is a true and correct translation of Document No. NL-13521.

DOROTHEA L. GALAWSKI,
ETO #34079.

Dr. von Knieriem
Dok. Nr. 36

Mai 1946

Betrifft: Statement by Geheimrat Dr. H. Schmitz vom 17.
September 1945.

Als Schmitz im September 1945 während einer Reihe von Tagen in Hoechst interfragiert wurde, war er eines Abends ausserordentlich gedreht und niedergeschlagen. Als Knieriem ihn fragte, was ihm fehle, sagte er, er habe ein fuerchterliches - vielleicht brauchte er ein anderes zuehnliches Wort - statement unterschrieben, das er besser nicht unterschrieben haette, da es nicht in vollem Umfange richtig sei. Als Knieriem ihn weiter fragte, warum er dies dann getan habe, sagte er, er sei stark von Schnitzler beeinflusst worden; ueberdies sei er vollkommen fertig mit seinen Nerven. Tatsaechlich hatte er unmittelbar darauf eine Art Nervenzusammenbruch, war laengere Zeit bettlaegerig und in Behandlung mehrerer amerikanischer Aerzte. Von dem Inhalt des Statements sagte er nichts und wurde auch nicht danach gefragt, da wir damals noch unter dem Eindruck standen, dass wir untereinander ueber den Gegenstand von Interrogationen nicht sprechen durften. Wir haben spaeter allmaechlich einen anderen Standpunkt eingenommen; einerseits hielten wir die Interrogationen fuer abgeschlossen, und andererseits war im November 1945 ein Interrogator - Mr. Lawrence Linville - sehr verwundert, als Knieriem ihm sagte, Schmitz habe ueber seine I.G. Chemie Interrogationen nicht mit ihm gesprochen. Linville meinte, er habe es fuer selbstverstaendlich gehalten, dass wir untereinander ueber Interrogationen sprachen, und gab zu erkennen, dass er gegen einen Austausch von Mitteilungen nichts einzuwenden habe.

Etwa im Februar 1946 ausserte Schmitz Gajewski gegenueber aus freien Stuecken, dass er unter dem Einfluss von Schnitzler im vergangenen Herbst ein statement unterschrieben habe, in dem er unrichtige - er meinte offenbar die I.G. unrichtigerweise belastende - Angaben gemacht habe; dies sei ihm spaeter auf Grund gelegentlicher Unterhaltungen zum Bewusstsein gekommen. Ueber den Inhalt des statements machte er Gajewski keine Angaben.

Am 11. Maerz 1946 wurde in einer Unterhaltung zwischen ter Meer, Schnitzler, Knieriem und Ilgner darueber gesprochen, dass bei Interrogationen die Frage aufgeworfen worden sei, ob die I.G. sog. Mob-Plana auf chemischem Gebiet ausgearbeitet habe. Hiernu wurde bemerkt, ein solcher Vorwurf sei voellig unbegrueudet und koenne sehr leicht widerlegt werden; denn die I.G. bzw. die zustaeendigen Herren (Ambros, Wurster, ter Meer, Struss) haben nicht einmal darum gewusst, dass bei Kriegsbeginn die Stilllegung der Werke Ludwigshafen und Oppau geplant gewesen sei, vielmehr diese Weisung erst am Tage nach der englischen Kriegserklaerung erhalten. Knieriem erzaehte dies Schmitz am gleichen Tage und hob hervor, diese ihm bisher unbekannten Tatsache sei ein schlagender Beweis dafuer, dass die I.G. die Mob-Planung auf chemischem Gebiet nicht bearbeitet habe. Schmitz erwiderte: "Was sagte denn Herr von Schnitzler dazu?" Er fuegte hinzu, dass diese Mitteilung nicht im Einklang stehe mit dem von ihm unter dem Einfluss Schnitzler's im September 1945 abgegebenen statement, ueber das er ja auch schon damals mit Knieriem gesprochen habe. Gleichzeitig uebergab Schmitz eine Kopie des statements vom 17. September 1945 an Knieriem, der es am 12. Maerz in einer Besprechung ter Meer, Schnitzler, Bueteffisch und Ilgner bekannt gab; in An-

schluss hieran wurde die Ausarbeitung der ter Meer'schen Denkschrift in Angriff genommen.

Kurz vor Absendung dieser Denkschrift, die mit Begleitschreiben vom 30. März 1945 an die F.I.A.T. gesandt wurde, hatte Hoerlein - der von einer Erkrankung ins Lager zurückgekehrt uelief die Vorgaenge informiert worden war - eine Aussprache mit Schmits ueber das bewusste statement. Hoerlein drueckte hierbei seine Verwunderung ueber den Inhalt desselben aus und meinte, das statement koenne doch nur mit der schlechten koerperlichen und geistigen Verfassung Schmits' erklart werden. Schmits gab dies zu und erwachte, dass er damals krank geworden sei und in Behandlung dreier Aerzte gestanden habe; er brachte ferner zum Ausdruck, dass in dem statement Dinge enthalten seien, die einer Korrektur beduerften.

(Seite 2 des Originals)

Vor Absendung des Schreibens an die F.I.A.T. vom 30. März 1945, dem die Denkschrift beilag, wurde wiederholt mit Schmits darueber gesprochen, ob er nicht gleichseitig von sich auf eine Richtigstellung vornehmen wolle. Schmits hatte damals auch offenbar diese Absicht und verfertigte mehrere Entwuerfe, die er Knieriem und Busseffisch zeigte. Diese Entwuerfe brachten zum Ausdruck, dass sein statement vom 17.9.45. zum Teil unrichtig sei und der Korrektur im Sinne der ter Meer'schen Denkschrift - die Schmits inzwischen ausgehaendigt worden war - beduerfe. Schmits konnte sich aber anscheinend nicht entschliessen, und die genannten I.O. Herren wollten vermeiden, irgend einen Druck auf ihn auszuueben. So wurde das Schreiben vom 30. März an die F.I.A.T. angesandt, ohne dass eine Richtigstellung von Schmits beilag. Auf spaeteres gelegentliches Befragen, ob er nachtraeglich eine Richtigstellung abgesandt habe, versuchte Schmits dies, - einmal Knieriem gegenueber mit dem Bemerken, es sei ja alles noetige in der ter Meer'schen Denkschrift gesagt.

v.E.

Die wortgetreue und richtige Abschrift des obigen Schriftstueckes wird hiermit bescheinigt.

Horst Pelckmann
Rechtsanwalt

C E R T I F I C A T E

I, JOHN J. BOLL, U. S. Civilian, ADO # A-444412, certify that the attached document consisting of two (2) mimeographed pages is a true copy of a mimeographed document offered for identification for defendant von Krieren in Case VI, U.S. Military Tribunal # VI, Nurnberg on 9 February 1948 and which was certified to by Dr. Friedrich Silcher as being a true copy of "Inter-Office notewritten by Dr. von Krieren in Gransberg in May 1945".

s/ John J. Boll
JOHN J. BOLL
U.S. Civilian
ADO # A-444412

LUDER, CARL

Page 291 The German Fuehrer Lexicon (Das Deutsche Fuehrerlexikon)
1934/1935.
Published by Verlagsgesellschaft Otto Stollberg G.m.b.H. Berlin, S/ 11

Luder, Carl, Dr., Labor Trustee for the Economic District of Hesse,
President of the Frankfurt Chamber of Industry and Commerce,
Frankfurt a.M., Boersengasse.

Born: 14 August 1897, Aryan descent.

Education: Elementary Schools (Volksschule, Mittelschule); Business
education in industry; in addition, prepared by private study for
Senior High School (Oberschulreife Translation's note: was ready
for Oberschule), then took his High School (Trans. note:
approximately) graduation examination (Abiturienten-examen);
obtained doctor degree in Frankfurt a.M. in February 1924.

Military Service: War Decorations: In the war, 1915/16; Joined
the First Garde-Regiment a.F. (Infantry) in Potsdam; wounded many
times. Iron Cross 2nd Class; decorated for having been wounded.

Professional career in part; business activity in the industrial and
export fields; further practical experience in banking and on the
stock exchange; in latter years chiefly occupied theoretically and
practically with politico-economic and financial-economic questions,
worked in the field of labor law; joined the movement of 1926/27;
regularly handled politico-economic problems; two years work for
the economic section of the "Frankfurter Volksblatt", and also
director of the news service of the Regional Inspectorate Southwest
(Landesinspektion Southwest); Fuehrer of the Special Industrial
Section (Fachgruppe Industrie) of the National Socialist Working
Organization for Economic Planning on the Basis of Occupations
(NS-Arbeitsgemeinschaft fuer staendische Wirtschaftsgliederung)
(Gau E. - S.); Deputy Chairman of the City Council (Stellvertre-
tender Stadtverordnetenvorsteher), President of Economic Committee
and deputations of the City Administration (Vorsitzender wirtschaft-
licher Ausschuss und Deputation der Stadtverwaltung); President
of the Prussian Chamber of Industry and Commerce for the Rhein-Main
Industrial and Commercial Conferences.

Member of: Presidency Council of the German Industrial and
Commercial Congress (Prasidialrat des Deutschen Industriellen und
Handelstages). Member of the General Council for Economics
(Generalrat der Wirtschaft); Labor Trustee for the Economic District
of Hesse; Member of the Committee Investigating Banking Affairs,
1933; Member of the Reichstag.

CERTIFICATE OF TRANSLATION
OF DOCUMENT HI-016

16 March 1946

I, Wanda S. Tieszen, I 046 265, hereby certify that I am
thoroughly conversant with the English and German languages, and
that the above is a true and correct translation of Document HI-016.

Wanda S. Tieszen
I 046 265

care
sup
6
Dr. L.
8

TRANSLATION OF DOCUMENT No. HI-13615
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

Exh 1895

I.G. FARBEINDUSTRIE AG, LUDWIGSHAFEN/RAINE
Intermediate Products Group.

(Trans.note: handwritten note: To Dr. for Meier ? remain)

Dr. A/Dr. L. 7 July 1938. 1.

FILE MEMO.

Re: Planned schedules for Buna factories.

The mobilization plan provides for:
by 1 July 1940: a buna production of 100 000 tons per year.
" 1943 " " capacity of 120 000 tons per year.

It is therefore agreed that the Schkopau factory should be expanded immediately to produce 40 000 tons Buna and it is hoped that Hoechst will soon follow with 30 000 tons. The rest should be produced in Fuertenberg, which means that this plant would have to start operating by 1943.

In reply to this - I expressed the following point of view:
The schedules for Schkopau are at present again very much endangered as neither we nor the Reich Office have any jurisdiction over the Army agencies.

On the condition that it is decided immediately to give priority over the Army's orders to our small requirements for experimental installations, and that Schkopau's and Hoechst's requirements are given at least equal priority to Army orders, the following deadlines could still be produced:

CARBON COPY

(page 2 of original)

I.G. FARBEINDUSTRIE AG, LUDWIGSHAFEN/RAINE
Intermediate Products Group.

Dr. A/Dr. L. 7 July 1938 2.

I. Schkopau.

| | |
|---|------------------------------|
| From 1 Aug 1938: | 400 tons Buna 5 per month |
| up to | 100 tons Buna 85 per month |
| from January 1939 to April 1939 gradually rising to: | 2 000 tons Buna 5 per month |
| during 1939 rising to: | 2 500 tons Buna 5 per month. |

If the expansion of the Schkopau plant could be finished immediately the production could be increased to 40 000 tons per year during the first few months of 1940.

The entire expansion would only take place according to the 4-step program.

II. Hiale.

As of 1 June 1940 Hiale can start producing 15 000 tons Buna per year. The increase in production there can only be carried out by using the remaining 8 000 tons of gas from Scholven, and furthermore by replacing the A-ethylene after May 1942.

If the 8 000 tons of gas are used the production according to the Reppe process will rise to:

15 000 tons
plus 9 000 tons
24 000 tons.

CARBON COPY

(page 3 of original)

I.G. FARBENINDUSTRIE AKTIENGESELLSCHAFT, LUDEWIGSHAFEN/RHINE
Intermediate Products Group.

Dr. A/Dr. L. 7 July 1939. 3.

If production is to be increased further to 30 000 tons, gas supplies must be increased accordingly.

The most optimistic estimate of the development of the Reppe-process is that if supplies of materials were increased as much as possible, it would be possible to have a decision on the application of the Reppe process by the beginning of 1940 at the earliest.

III. Fuerstenberg.

In view of this great amount of work which our construction office has to do, and particularly in view of the lack of technicians for building, assembly and starting operations, the earliest date at which building on Fuerstenberg, the third Buna factory, could be started is the fall of 1939.

We are visualizing the following schedule:

The current year 1939 will be spent in negotiating about:
power supplies
communications questions (boat or rail)
acquisition of land etc.

Around the end of the year decisions about the amount of power and therefore orders for the power plant will have to be prepared.

Only when the construction of Hiale has been completed can we start on:

the excavations on the building site in the fall of 1939,
the various buildings in spring 1940;
towards the end of 1940 the buildings for assembly should
be nearing completion,
in the middle of 1941 the factory should be finished.

CARBON COPY

TRANSLATION OF DOCUMENT No. NL-13515
Cont'd

(page 4 of original)

L.G. FARBENFABRIK AKTIENGESELLSCHAFT, DUISBURG/REHE
Intermediate Products Group

Dr. A/Dr. D/ 7 July 1938 4.

This first part of 12 000 tons for instance must again be planned according to the 1-step process and can not be started before the beginning of 1941 at the earliest, on the condition that the power plant could be supplied more quickly than is at present the case (24 months!).

Further expansion to 30 000 tons should then be possible by the date provided by the mobilization plan.

It seems to us that the negotiations about power are fundamentals for Pharothenberg. In order to relieve us we want to appoint Prof. Hencky to take care of this.

IV. Carbon Black Supply.

30-35 000 tons of active carbon black are required for the production of 100 000 tons Buna. At present there are available:

| | |
|---------------------------|-------------|
| from the plant in VR 500 | 1000 tons |
| " Kalschauer | 3000 " |
| " Dortmund soon | 9000 " |
| " Pharothenberg in future | 3000 " |
| | 15 000 tons |

The rest still has to be obtained. In order to tide us over, American gas carbon black is at present being stocked.

signed Dr. Otto Ambros. (away
on a trip)

CARBON COPY

CERTIFICATE OF TRANSLATION

I, DOROTHEA L. GALEWSKI, ETO #34079, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. NL-13515.

DOROTHEA L. GALEWSKI,
ETO #34079

E N D

-3-

Exhibit 1546
Ex 6

Ex 6.1896

TRANSLATION OF EXCERPTS FROM DOCUMENT No. NL-7870
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

GERMAN RUBBER.

A few months ago General v. Hannaken gave a most interesting lecture to this circle, in which he particularly described the development of our self-sufficiency in producing vital war materials such as iron, light metals, gasoline, spun rayon and buna. In this way he gave me my cue, so to speak, for my talk to-day, and I am very grateful to you, my Gaudetow, for giving me an opportunity to speak about German rubber.

(page 13 of original)

The war into which Germany had to enter in 1939 in order to safeguard her existence started a bit too early as far as supplying Germany's rubber requirements from home production was concerned; during the first two years of the war bottlenecks in rubber supply occurred several times. Fortunately it was possible to eliminate them by seizing considerable stocks of natural rubber in the enemy countries and by import via Japan and Russia. Production to-day nearly covers present requirements. In addition to this more buna factories are being built since we also have to supply the non-military requirements of countries with which we are friendly or which we have occupied, such as supplies for tires for important lines of communication and for tractors for agricultural production.

Gentlemen, if you consider that the

(page 14 of original)

important inventions which we are using to-day in our buna factories were only discovered in the laboratory in 1929 and 1930, that the technical planning of the large-scale machinery took years of hard work and that the construction of the large-scale factories was started in the spring of 1936 was often disagreeably delayed in the following years because of lack of labor, building materials and iron, if you further take into consideration that when chemical technical problems are quickly translated from the experimental stage into large scale manufacture certain "teething troubles" are unavoidable, you will admit that it was no easy task for our best young chemists and engineers, most of whom came from the Ludwigshafen, Hoechst and Leverkusen plants, to reach the target which had been set them. But this only describes part of the tasks presented by the synthetic production of rubber. The second and at least equally difficult job was the conversion of the German rubber goods factories from natural to synthetic rubber. The types of buna developed in our laboratories, which, as already mentioned, were to natural rubber in some respects, were at first quite different from natural rubber when they were manufactured. In order to explain this I must deal briefly with the most important method of manufacturing rubber. In its natural state, natural rubber is a tough mass which is not very elastic, which when treated by the machines customarily used for processing rubber (the rubber is rolled evenly between a heavy pair of cylinders and the necessary materials are added) is rendered plastic, partly through the heat produced by the friction and partly through the oxidation of the atmospheric oxygen and in this plastic state it is easily stretched or sprayed into strips, profiles, ribbons or tubes. These again can easily be cut, tuck together and joined, so that articles of every shape or form can be produced, which

are then welded together into one piece during the vulcanization. In contrast to natural rubber our first types of buna were comparatively dry and difficult to make pliable, and manufacturing it would have meant multiplying the machinery being used in the German rubber goods factories. This disadvantage of buna was not overcome until 1937 when an invention was made in Leverkusen which consisted of first subjecting the buna to a heat treatment under certain conditions, by means of which it then achieves a consistency very similar to that of natural rubber. This then enables straightforward processing by means of the machinery available in the rubber factories. You will understand that until this important quality was achieved there was great scepticism everywhere, not only in Germany, about the possibility of manufacturing synthetic rubber, and that there were doubts, which at that time were actually not unjustified, about the possibilities of using our material. It would have been a very difficult and slow process for us to overcome these doubts by ourselves. Here the Army Ordnance Office, realising

(page 16 of original)

very well that without self-sufficiency in the rubber industry modern warfare would be impossible, intervened in good time and after discussions which started as early as 1933 arranged for collaboration between us and the rubber manufacturers by regularly ordering buna tires of various dimensions for experimental purposes and testing these in practice by means of large-scale driving tests. Already in 1935 80 members of the drivers' experimental squad were daily employed in carrying out these experiments. So as to achieve results as quickly as possible two shifts of 300 km each were driven each day, with a fixed route and method of driving, that is 600 km, so that on 5 days of driving per week 3000 km were driven. Saturdays were used for taking the necessary measurements. Apart from tires for passenger cars, trucks, bicycles, motorcycles, and for rough country and solid rubber tires the use of buna for loading pulleys and tractors, for gas masks, cables etc. was also tested. This development work in which all the German rubber manufacturing firms gradually came to take part led to excellent results and already in February 1936 at the Automobile Exhibition in Berlin it was possible to show a fairly large number of experimental tires which had been tested under military control with exact information as to the kilometer capacity reached, and this caused quite a stir both at home and abroad at that time. May I digress at this point to tell you that on this opportunity my colleagues and I had the honour of explaining a small exhibition showing the development of the German synthetic rubber and its qualities to our

(page 17 of original)

Fachrer in great detail.

In December 1934 the first fundamental discussion about carrying out rubber synthesis in factories took place, with Under Secretary of State Keppler, the Plenipotentiary for Economic Questions, acting as chairman. This then led to the construction of an experimental factory, and following on that, to the construction of our large scale plants, in co-operation with the Office for German Raw and Synthetic Materials, the present Reich Office for Economic Development.

(page 34 of original)

Frankfurt/Main 23 Sept 1941.

CERTIFICATE OF TRANSLATION

I, DOROTHY L. GALEWSKI, ETO #34079, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of excerpts from Document NI-7576.

DOROTHY L. GALEWSKI,
ETO #34079

END

Case 6
sup. Instr
86

Exp L 1897
new portions

TRANSLATION OF EXCERPTS FROM DOCUMENT
NO. 11-5782
OFFICE OF CHIEF OF COURSE FOR WAR CRIMES

(Page 2 of original)

(Handwritten note):
To Director Dr. Jacobi-Wu.
(Stamp):
Nr. 117

MINUTES
of the meeting of the Office of the Technical Committee
on Tuesday 9 July at 0900 in Frankfurt/Main.

Present: Struss, Krollkowski (temporarily), Sager, von Langel,
Hiefeld, Bichsede, Thiel, Giesler, Harnecke, Gorr,
Koenig, Locher, Meyer.

Struss described the situation of the German economy, and of
IG especially, which has been changed already now by
the successes of our Armed Forces.

In the greater economic sphere (Grosswirtschaftsraum)
which will be at Germany's disposal after the war, the
natural sources of raw material will make the German
economy independent in many fields from imports from
America and the Far Eastern countries. However, in
the case of some products, chemical synthesis will have
to continue to take care of the autonomy of the Reich.
This is true especially in the case of some basic
products such as benzene, pure and nitrogen. The
manufacture of pure which had been intended for
Brazil on the "Ureaprodukten" basis will be trans-
ferred to Silesia.

In order to comply with the new conditions, the credits
which are resting and have not been used so far, and
which were granted to some extent under out-dated points
of view, have to be revised at the instigation of Dr.
ter Meer, Prof. Kramm and Geheimrat Schmitz. In this
matter the office of the Technical Committee will
contact the individual plants.

(Page 4 of original)

(Signature) MEYER

Office of the Technical Committee A
12 July 1940 Sch.

- 2 -

TRANSLATION OF EXCERPTS FROM DOCUMENT
FO. NL 6763
Cont'd

(Page 5 of original)

(Handwritten)
To Director Dr. Jacobi, Munich

(Stamped) No. 117
Confidential

MINUTES
of Monday's conference of the TIA (Technical Committee) Office
on 8 May 1939.

Present: Struss, Basse, Gort, Hirschel, Wernicke, Schoenemann,
Hafeld, Korlikowski, Koenig, Fennell.

Struss reports on the special meeting of Main Group I (Hauptgruppe) on 28 April 1939.

1. As Dr. Krauch's time is very much taken up by his activity in the Reich Office for Economic Development (Reichsstelle fuer Wirtschaftsaussen), Dr. Schneider will in future deputize for Dr. Krauch, in the latter's capacity as leader of Main Group I (Hauptgruppe) I.

(Page 7 of original)

Office of the Technical Committee 12 May 1939.
Dr. Schm./2.

(Signature) SCHMIDT

CERTIFICATE OF TRANSLATION

I, JOHN J. BOLL, AGO NO. A-44412, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. NL-6763.

JOHN J. BOLL
U.S. Civilian
AGO NO. A-44412

END

UNITED STATES CIRCUIT COURT OF APPEALS
FOR THE SECOND CIRCUIT

9x. 1898

NO. 185—October Term, 1946

(Argued June 5, 1947 Decided September 22, 1947.)

Docket No. 20406

STANDARD OIL COMPANY (NEW JERSEY), STANDARD OIL DEVELOPMENT
COMPANY, STANDARD CATALYTIC COMPANY, and JASCO, INCORPORATED

Plaintiffs.

-v.-

TOM C. CLARK, Attorney General.

Defendant.

Before:

CHASE, CLARK, and FRANK,

Circuit Judges.

Appeal from the District Court of the United States for the
Southern District of New York.

Action by Standard Oil Company, Standard Oil Development
Company, Standard Catalytic Company, and Jasco, Incorporated,
against Tom C. Clark, Attorney General of the United States, sub-
stituted as successor to James E. Markham, Alien Property Custodian,
under Par. 9(a) of the Trading with the Enemy Act, 50 U.S.C. Appendix,
Par. 9(a), to recover property allegedly wrongfully vested by the
Custodian in himself. From a judgment granting partial relief,
D.C.S.D.N.Y., 64 F. Supp. 556, both parties appeal. On plaintiffs'
appeal, affirmed; on defendant's appeal, modified and, as modified,
affirmed.

See also 57 F. Supp. 332; 61 F. Supp. 613.

THEODORE S. KENYON and JOHN W. DAVIS, both of
New York City (Kenyon & Kenyon, Edgar F.
Baumgartner, Ralph M. Carson, Harold W. Bissell,
and Teggart Whipple, all of New York City, on
the brief), for plaintiffs.

M.S. ISENBERG, Sp. Asst. to Atty. Gen., and
James L. Morrison, Atty., Claims Div., Dept.
of Justice, both of Washington, D.C. (John F.
L. McGohay, U.S. Atty., of New York City,
John F. Sonnett, Asst. Atty. Gen., Harry LeRoy
Jones, Sp. Asst. to Atty. Gen., Claims Div.,
Dept. of Justice, John Ward Outler, Acting Gen.

Counsel, and Maximilian Friedmann, Atty.,
Office of Alien Property, Dept. of Justice,
all of Washington, D.C., on the brief),
for defendant.

CLARK, Circuit Judge.

This is an action to recover property claimed to have been wrongfully seized and vested in himself by the Alien Property Custodian, brought by

(page 2 of original)

four corporations usually referred to as the "Jersey" group. The corporations are the parent holding company, Standard Oil Company (New Jersey), referred to as Standard, and three subsidiaries: Standard Oil Development Company, called Development; Standard Catalytic Company, originally S.I.G. Company, thereafter Standard I.G. Company, and usually referred to as S.I.G.; and Jasco, Incorporated. The property in question was vested by the Custodian in himself as being the property of the German corporation, I.G. Farbenindustrie, A.G., called I.G.; but the plaintiffs' contention is that it is, instead, owned by themselves, American corporations. It consists of shares of stock of American corporations and United States patents in the hydrocarbon field for the treatment of natural gas, crude petroleum, coal, and other materials to produce marketable products in the oil, natural gas, and gasoline industries. Specifically it consisted of 200 shares of S.I.G. stock, 5 shares of Jasco stock, 435 shares of Hydrocarbon Synthesis Corporation (UNAC) stock, many hundreds of patents relating principally and directly to the hydrocarbon field called Class A S.I.G. patents, many hundreds of patents merely useful in that field called Class B S.I.G. patents, and many Jasco patents relating to the Acetylene Arc, Paraffin Oxidation, Oppanol, and Buna processes.

The case presents a fascinating picture of the interrelationships of two vast private commercial empires, among the largest in the world, acting in hearty co-operation in division of their respective fields of operation and making and executing plans for continuance of that co-operation under the stress of developing friction and approaching war between the countries of which they were, after all, respectively nationals. For the purpose of this appeal we need not attempt to set forth that extensive history in detail; as a matter of fact, Judge Wyzanski, in his careful and searching decision below, D.C.S.D.N.Y., 64 F. Supp. 656, has made the labors of review as light as the momentous nature of the issues permit. Broadly speaking, the great German I.G. Farbenindustrie, A.G., had developed original means and methods of manufacture and production with respect to gasoline, oils, and rubber, of which the Jersey group desired to obtain rights of exploitation, particularly in the light of its concern with the apparently limited reserves of oil in the world. So negotiations were opened in 1926; and from 1929, agreements were entered into by the respective parties to this end, which involved, among other things, the organization of new jointly controlled companies—S.I.G. and Jasco—and payments going into the many millions by the American to the German interests for the rights thus obtained. The District Court has held those arrangements, as had prior to October, 1939, legal so far as the Trading with the Enemy Act is concerned. But at that date the outbreak of World War II had already occurred, and the parties made arrangements then for the transfer of stocks, patents and other property to the American interests. These latter transfers the court adjudged to be

them, made with the intent of merely passing an apparent title against later possible seizure by the United States Government in the event of war--an event which the parties correctly foresaw--with beneficial ownership still in fact with the German corporation. Hence in broad outline the judgment below returned to the plaintiffs the property acquired before the October, 1939, agreement and refused to return the remainder. And so both opposing parties appealed.

Thus the ultimate issues below and here turn upon the determination of the ownership of the specific blocks of stock and of the patents, the existence or nonexistence of equitable rights in the patents, and the ownership and extent of these rights. These problems are complicated by a consent decree entered in 1942 in a prosecution of the plaintiffs and others, including individual officers of the companies, for violation of the antitrust laws, since this decree has some bearing upon the parties' rights in the patents. Before the specific problems are reached, however, we must also consider two general over-all defenses which were rejected by the court below. These are that plaintiffs are barred from bringing the action at all, since they have acted to conceal the American assets of a then friendly foreign power; and that plaintiffs may not recover because of lack of clean hands and violation of the Sherman Antitrust Act.

1. I.G. and Jersey Interrelations. The earliest transaction between I.G. and the Jersey group important in this case was the Four-Party Agreement, reached in 1929. Pursuant to its terms, S.I.G. was created to exploit outside Germany certain patents belonging to I.G. The patents were divided into two groups, the Class A S.I.G. patents, relating wholly or principally to the hydrocarbon field, and the class B S.I.G. patents, important in other fields, but also useful in the hydrocarbon field. S.I.G.

(page 3 of original)

issued 1,000 shares of stock at \$100 per share. This was divided 4/5 to Standard and 1/5 to I.G. S.I.G.'s profits were limited to \$11,000 per year, but its royalty income was to be paid to I.G. and the Jersey group roughly in proportion to their stock holdings. This agreement was put into effect and patents and rights in patents were assigned to S.I.G.

In 1930, the parties signed an agreement pursuant to which Jasco was created. The agreement concerned new processes of both I.G. and Jersey group for producing chemical products from crude petroleum, natural bitumen, or natural gas. In this document both parties agreed to negotiate concerning the terms under which newly discovered specific processes were to be assigned to Jasco for development and exploitation. Jasco issued 10 shares of stock, which were divided evenly between I.G. and Development. Until the later Hague Agreement the only process in which the parties purported to give Jasco substantially more than a right to conduct experiments was the Oppanol process.

In 1938, I.G. and Standard, together with two other parties--the Royal Dutch Shell group and the Kellogg Corporation--formed the Hydrocarbon Synthesis Corporation, also called USAC, to control the exploitation of certain processes for the manufacture of gas and gasoline. Of the 1,700 shares of stock issued by this corporation, Shell and Kellogg each took 425 or 1/4, and S.I.G., acting as agent for the I.G. and Jersey interests, took 850.

With the approach of the war the Jersey group sought to forestall interference or participation by the United States Government

in the management of its interests and property. Its general means toward this end was to have property interests owned by I.G. transferred or apparently transferred to itself. Pursuing this policy, Standard in early September, 1939, purchased I.G.'s stockholding in S.I.G. for \$ 20,000, the original purchase price.

In late September, 1939, representatives of the Jersey group and I.G. conferred at The Hague, Netherlands. At this conference the parties made a number of formal changes in their Jasco relationship. A recitation was made that Jasco was the equitable owner of all patent rights of the parties in the Oppanol, Paraffin Oxidation, Acetylene Arc and Duna processes. I.G. agreed to transfer its stock in Jasco to Development. The terms of the Jasco Agreement providing for division of royalties between the parties on a percentage basis were scrapped in favor of a division of Jasco's rights on a territorial basis. I.G. released to Jasco its royalty rights under the Jasco Agreement. In return, Jasco was to assign to I.G. all its patent rights under the four processes outside the United States and nations thought by the parties to be at war with Germany. Presumably Development was to retain ownership and control of the processes in these nations through its stock ownership of Jasco and whatever rights it had under the Jasco Agreement. Other action was also taken at the Hague Conference. Dr. Ringer, one of I.G.'s representatives, brought with him assignments in blank for all the Class A S.I.G. patents which had not yet been assigned to S.I.G., for some of the Class A S.I.G. patents which had already been assigned to S.I.G., for all the Class B S.I.G. patents, and for patents for the Acetylene Arc, Paraffin Oxidation, and Oppanol processes. These he delivered to Howard, Jersey's representative, president of Development and a vice-president of Standard. There was also some discussion at the Hague Conference regarding USAC stock, but there is no evidence of any formal action thereon by the conference. But by a substantially contemporaneous exchange of cables between I.G. and Development, certain formal changes were made in the ownership of USAC stock. In place of the 850 shares held by S.I.G. as agent, new shares were issued to S.I.G. without mention of the agency. Later Development purchased from I.G. for \$ 100 "whatever title you (I.G.) may have" in the 170 shares which S.I.G. had originally held for I.G.

After the execution of the Hague memorandum, Development paid to a pledgee of I.G.'s shares of Jasco stock 146,000 out of I.G.'s funds. Out of its own funds the Jersey group paid \$ 5,000 to a Dr. Duisberg, a representative of I.G. in New York. Thereafter the shares were delivered to Jersey. The shares were transferred in trust to certain Jersey executives for domestic business considerations. (In fact they were designed to evade commitments on other cooperative contracts with domestic concerns.) For similar reasons reassignments of the S.I.G. patents were secured from I.G. and these reassignments ran in trust to another official of the Jersey group.

(page 4 of original)

2. Steps by the United States. In broad outline these were the transactions which had been had by I.G. and the Jersey group in connection with the property in suit up to the time when the United States Government stepped into the picture. On March 25, 1942, at 2:15 P.M., the Alien Property Custodian served upon plaintiffs a vesting order which, as later amended, covered all the property interests now in suit. Later that day the United States District Court for the District of New Jersey entered a consent decree in an action brought that day by the United States against the present plaintiffs

and others for violation of the antitrust laws. The Alien Property Custodian was a party to this suit and consented to the decree. Among other provisions, the decree declared unlawful the Four-Party Agreement, the Hague Memorandum, the Hydrocarbon Synthesis Agreement, and, with exceptions not material here, all arrangements between I.G. and the Jersey group. It enjoined the three defendants from further performance of these agreements and from accounting to I.G. in respect to receipts from the subject matter covered by any of the agreements. Further the decree ordered the three defendants to transfer certain patents in suit here to S.I.G. and Jasco, which were to issue licenses indiscriminately. In the decree, the Alien Property Custodian consented to execute further transfers of property necessary to carry out the provisions of the decree. The decree also contained declarations that it left undisturbed property rights of the defendants and property rights of the Custodian unaffected by the terms of the decree.

In 1944, plaintiffs commenced this action under par.9 (a) of the Trading with the Enemy Act, 50 U.S.C.A. Appendix, par.9(a), to recover their alleged property. The case was heard in 1945 and 1946 by Judge Wyzanski, sitting by designation; and his final decree in the action was entered July 6, 1946. Under it the Jersey group recovered the seized S.I.G. stock; the legal title to the seized Jasco stock, subject to the duty to reconvey it to the Custodian upon payment of a \$1,000 lien; 255 shares of USAC stock; the legal title to and certain equitable interests in the Class A S.I.G. patents; certain equitable interests in the Class B S.I.G., Oppanol, and certain other patents; and limited licensing powers in the Jasco patents. The plaintiffs' appeal is based on the ground that they recovered too little, while defendant appeals because the plaintiffs recovered too much.

3. The District Court's Findings. The most crucial issues in the case, as the District Court viewed them, turned upon findings as to the intentions and acts of the parties; and, as we shall develop below, we entirely agree with this conception. Our disposition of the various legal issues is such that the final result—in its broadest and more important aspects—must stand or fall as these findings are upheld. The District Court found that of the transactions detailed above between I.G. and the Jersey group, all taking place before the Hague Conference were had in good faith. The formal legal interests apparently created by the documents were intended by the parties as substantial ones. Nor did the parties contemplate any substantial readjustment after the war except in the regular course of normal business transactions.

The court found in effect, however, that the agreements reached at the Hague Conference, the contemporaneous agreement for the transfer of USAC stock, and the steps taken to implement them made no substantial change in the relative property interests of the parties. The court found that these were then transactions designed to create an appearance of Jersey ownership of property interests which nevertheless continued to be regarded by the parties as I.G. owned. The parties intended that after the completion of the war and the resulting disappearance of the danger of United States Government controls the properties would be formally returned to I.G. and the prewar relationship resumed.

Like other findings of the District Court, this crucial finding of the intent and purpose of these transactions is supported by fully adequate evidence, and, being far from "clearly erroneous," will be sustained by us. Rule 52(a), F.R.C.P.; Brassport v. Clark, 2 Cir., July 30, 1947. The plaintiffs attack it with the utmost vigor, asserting first that it is only a conclusion. While we think it is more basic than that, it is not very important how we characterize it, for we agree with the careful and thorough analysis made by the court. As a matter of fact

the district judge took pains to buttress his decision on this point by a very detailed exposition of his grounds. Realizing that secret agreements of the kind involved would not be disclosed by direct evidence or confessions, he set forth the factors which led him to deduce the real understanding of the parties. Thus, first there was such attempted

(page 5 of original)

concealment at the Hague Conference. The text of the memorandum on Jasco reached at the Hague contained false representations of a type likely to mislead public authorities. It represented that Jasco, a corporation which was soon to be apparently American owned, had much greater rights in patents than it actually had. Moreover, the memorandum itself was incomplete, making no reference to obligations assumed by the Jersey group with regard to licenses of Jasco patents outside the Jasco field and with regard to distribution of Oppanol revenues. Further, Howard, the representative of the Jersey group, contrary to his usual practice, sent only incomplete written reports of the conference to his superiors and the personal notes he retained were unusually sketchy. On the witness stand, Howard, testifying the Hague Conference was, in the opinion of the court, not a credible witness. In view of the plaintiffs' necessary reliance upon Howard's testimony, without which their case could not stand, this attitude of the court who heard him was itself decisive.

Second, I.G. took action with respect to S.I.G. patents contrary to its natural and probable course if genuine changes in rights were intended by the parties. In the Four-Party Agreement of 1929 a sharp distinction was drawn between situations in which S.I.G. had title and those in which S.I.G. had only an exclusive license. Evidently the parties, or at least I.G., thought such a distinction important. Yet at the Hague it was made to appear that I.G. had made without compensation permanent assignments of patents it was not obliged to assign.

Third, sweeping financial readjustments were made with respect to Jasco without the usual careful consideration of results by the parties. There was no showing made at the Hague Conference or at the trial that the division of revenues under the territorial division of Jasco rights adopted at The Hague corresponded to the division of revenues under the original Jasco Agreement or the Oppanol Agreement. Such absence of financial estimates indicated to the district judge an arbitrariness designed to be temporary. The arbitrariness was further shown by the fact that when the parties discovered that Iraq was not at war with Germany, Iraq was transferred from Development's territory to I.G.'s. The net consequence was that the rich financial returns to I.G. of earlier transactions were not in evidence and were presumably non-existent.

Fourth, the Hague negotiators gave careful consideration to the possibility of future changes in their decisions and wrote specific provisions concerning such changes into the agreement they reached on Jasco. Concerning the territorial arrangement, Dr. Ringer reported to his superiors that he had made it clear to Howard that I.G. insisted that the financial benefits of both parties from Jasco should not be changed by the readjustment. He further reported that Howard had rejected a proposal for a rendering of annual accounts and settlement of scores accounts by the parties as capable of being too easily seen through. Then, his report continued, the readjustment proposal was drawn so that a revision of the division of countries should take place if the financial results for either party, measured by the terms of the Jasco Agreement, should not be adequate. At the trial Howard did not at first recall that

a proposal for such territorial revision had been made at the Hague Conference. Later he did recall it. The parties regarded the Hague memorandum itself as ambiguous on the question whether or not a right to the same division of revenues as under the original Jasco Agreement could be legally enforced. In a report to another official of Jersey, Howard recognized the "possibility of legally enforcing the re-adjustment provision" finally written into the Hague Jasco Agreement. In his testimony he took inconsistent positions, finally agreeing that the financial intentions of the original Jasco Agreement should govern.

This does not complete the statement of all the factors listed by the judge to support his finding of the sham nature of the Hague agreements; but for purposes of review it sufficiently indicates the nature of the case as developed before him. It should be added that there were also other factors tending the same way which he either expressly ignored or did not emphasize. Of the former kind were reports made to their superiors by the L.O. representatives and discovered by the military authorities after the war. These were not considered because plaintiffs had not seen them; but at least an argument could be made that they were admissible as the statements of co-conspirators, under the theory of cases such as United States v. Manton, 3 Cir., 107 F. 2d 834, 839, certiorari denied Manton v. United States, 309 U.S. 864. Of the latter were other known instances of practical deception by Jersey as to the legal devices actually employed, such as nonpayment of 20.

(Page 6 of original)

English interests, at the onset of war, of Jersey's German connections, or like concealment from Jersey's co-operating domestic companies through conveyances made to the Jersey trustees--the latter with I.G.'s thorough cooperation, even to the extent of re-execution of its assignments to conform to this plan. In other words, the judge took pains to confine himself to evidence he considered unchallengeable. Though plaintiffs separately and specifically attack each of the factors stated by the court, we are not persuaded of any substantial or pervasive error in the court's processes of deductions. Moreover, it is the over-all deduction which must be upset; and this, we think, was wholly rational under the circumstances. Here we have two great industrial organizations which had shown their ability over many years to act in perfect cooperation with flexible legal devices adapted to changing industrial or political circumstances; a pressing and portentous need to make adjustments against the impending crisis foreshadowed by the war; and a formal adjustment of relations, with various unusual qualities, including disposition of rights by I.G. with small or indirect financial returns (quite contrary to previous habits and customs) and with concealment and furtiveness apparent. Indeed we think this major adjudication below was quite just.

4. Plaintiffs' Right to Sue. As American corporations, the plaintiffs' right to bring suit to recover their property from the Custodian is, on its face, within the specific authorization of 89(a) of the Trading with the Enemy Act, 50 U.S.C.A. Appendix, 89(a). Nevertheless, a question as to that right arises in view of the 1941 amendment to 85(b) of the Act. Previous to the amendment, 87(c) of the Act had authorized the vesting of property owned or held on behalf of enemy nationals; the 1941 amendment to 85(b) authorizes the vesting of property of all foreign nationals, whether enemy or not. Defendant claims that this amendment by necessary implication destroyed the right granted by 89(a) to nationals of friendly foreign powers to sue to recover seized property. If this were so, the plaintiffs' right to proceed here might be brought into direct question because of Exec. Order 8785, 35 FR (111), 3 CFR, Cum. Supp., 948, 6 F.R. 2897. That order, for some purposes under the Trading with the Enemy Act, includes in the definition of foreign nationals any persons to the extent that they acted directly or indirectly for the benefit, or on behalf, of a foreign national.^{1/}

Thus there are two steps to the argument before its conclusion is reached. Taking these up in order, it is clear that there is an ambiguity in the Act which must be--and apparently soon will be--resolved by the Supreme Court. In Uehrig v. Uehrig-Korporation, A.G., v. Markham, App. D.C., 158 F. 2d 313, the court, one justice dissenting, reversed the decision of the district court in favor of the Custodian, to uphold the right to sue. On grant of certiorari, the case was argued in the Supreme Court in May, but has now been restored to the docket for reargument in the fall. Clark v. Uehrig-Korporation, A.G., 67 S. Ct. 1749. A like order for reargument was made in the companion case of Silesian American Corp. v. Clark, 67 S. Ct. 1748, on review of our decision in Silesian American Corp. v. Markham, 3 Cir., 156 F. 2d 793.^{2/} The parties have furnished us with the briefs on the issue as presented.

1/ Though defendant does not make the argument, it would seem possible to contend that, under this extensive definition plaintiffs became enemy nationals after the outbreak of war, since their concealment of I.G. assets continued thereafter. Such an argument would not require restricting the scope of 89(a).

Nationals after the outbreak of war, since their concealment of I.G. assets continued thereafter. Such an argument would not require restrict-

2/ Notwithstanding some interpretation of this case as full support for the Custodian's position, cf. 56 Yale L.J. 1068, it does not go so far; for only at issue was the question whether a claimant had some remedy in some court, thus making unjustified the refusal of a corporation to transfer stock on its books to the Custodian.

(Page 7 of original)

to the Supreme Court, and these have been helpful.

The opposing points of view are stated in the two opinions of the Court of Appeals in the Ueharage case. The plaintiffs' point of view is that the amended §5(b) is not to be treated as an amendment by implication of §9(a), but that the statutes must be read together and each given effect. So considered, the effect of the change in law is to enable the government to rectify the real evil of the cloaking of enemy property interests by apparent holdings by nationals of friendly powers. Seizure is permitted against such nationals, who can then secure a return only upon showing that the property is genuinely their own. While their suits were pending, title to the vested property would be *prima facie* in the Custodian, pursuant to §5(b). Limitation of the amendment thus to procedure is urged as a natural interpretation, particularly in view of the constitutional difficulties attendant upon an interpretation that the amendment took away the right of nationals of friendly foreign powers to sue. By §7(c), the remedy of claimants under the Act is made exclusive; and hence the amendment if thus interpreted would be subject to attack as confiscatory. Moreover, the Custodian has failed to secure such legislation from Congress; indeed the Senate in 1946 struck out a provision from a pending bill in order "to eliminate the proposed cut off the right of a friendly foreign national to sue for and obtain the return of his property under Section 9(a)." Sen. Rep. No. 1385, 79th Cong., 2d Sess., and the bill as thus amended became law on August 8, 1946. 60 Stat. 925, 52 U. S. C. A. Appendix, 133.

Defendant, however, contends that this is too limited effect to give to an important amendment, granting the President power to vest such property in an agency or person, and "upon such terms and conditions as the President may prescribe such interest or property shall be held, used, administered, liquidated, sold, or otherwise dealt with in the interest of and for the benefit of the United States." He says that there are no constitutional difficulties, because a claimant of a friendly nation has a right to recover just compensation in the Court of Claims for any property taken, that the restriction of remedies by §7(c) is only of those for return of the "property, not of compensation for its use, and that his administration of enemy assets will be vastly hampered if he cannot sell or otherwise take use thereof until it has been determined that no part is to be returned to nationals of friendly countries.

Were we forced to a final decision at this time, we should be content to accept the precedent of the decision in the Court of Appeals on the grounds why stated by Chief Justice Brandeis. The power of seizure and confiscation, particularly as against a friendly alien, is so drastic and so novel that we think it should not be extended beyond bounds clearly set. The concession of a remedy in the Court of Claims tends to support this view. While the practical advantages to the Custodian of the restricted remedy are obvious, yet it hardly seems that Congress would have taken an apparently drastic step in international law only to achieve indirectly this merely procedural change. Cf. 56 Yale L. J. 1068.

But even if the defendant's general position be accepted, we think the second step of the argument presents difficulty in application beyond the general terms of the decree below. This promise would afford an added ground, a further buttress, for the refusal to return the property found below to be substantially and equitably that of I.G. But we do not see how it assists the defendant beyond this. Under the Executive definition of a foreign national, so far as here pertinent, it includes other persons only "to the extent" that they acted directly or indirectly for the benefit or on behalf of a foreign national. Where plaintiffs were acting for themselves, as the District Court found with respect to the purchases before 1939, we find nothing in these provisions to bar the plaintiffs from suit. Accordingly we conclude that application of the asserted principle would not change the final outcome of this action.

5. Unclean Hands and Antitrust Violations. Defendant also urges that plaintiffs must fail generally because they do not come into court with clean hands in an action which is, by the terms of §9(a), of the type formerly denominated equitable. Cummings v. Deutsche Bank und Disconto-Gesellschaft, 300 U.S. 115, 118. Plaintiffs' hands are unclean, says defendant, because of misrepresentations by Jersey of the actual relationships between it and I.G. and because the I.G.-Jersey arrangements were declared by the consent decree to be violative of the antitrust laws.

(Page 8 of original)

If plaintiffs were seeking enforcement of obligations arising under an illegal arrangement, a court would not lend them its aid. Sola Electric Co. v. Jefferson Electric Co., 317 U.S. 173. Here, however, they are seeking return of property owned by them. This right is specifically written into a statute providing for government seizure of property. Nowhere in the statute is there written any restriction of the right to the return of property or any enlargement of the Government's power of seizure because of violation of law in the claimant's original acquisition of it. Moreover, no cases on patent infringements where the defense of unclean hands based on the antitrust law has been sanctioned go so far. Morton Salt Co. v. G. S. Suppiger Co., 314 U.S. 488, denied a remedy for infringement to a patentee using his patent for unlawful restraint of trade. See also Precision Instrument Mfg. Co. v. Automotive Maintenance Machinery Co., 324 U.S. 806. In no case has title to patents been denied because of violation of the antitrust laws. Indeed, in Hartford-Empire Co. v. United States, 323 U.S. 386, 413, 414, supplemented 324 U.S. 570, the Supreme Court reversed as confiscatory portions of a decree requiring compulsory licensing of patents by certain violators of the antitrust laws. "Equity does not demand that its suitors shall have led blameless lives." Loughran v. Loughran, 292 U.S. 216, 229.

Moreover, since the consent decree the property in suit has not been used in violation of the antitrust laws. As the Court pointed out in the Hartford-Empire case, supra, 323 U.S. 386, 415, 416, the doctrine of the Morton Salt case applied so long as the patentee uses his patent to violate the law. These plaintiffs have paid once, in the consent decree, for their wrongdoing and should not be made to pay again for those same acts. We do not believe the taint of illegality clings to property as long as it is in the hands of the illegal acquirer so that he may never restrain or redress its wrongful seizure.

We now pass to the specific claims in issue.

6. The S.I.G. Stock. The District Court properly awarded the seized 200 shares of S.I.G. stock to Plaintiff Standard. The stock was originally issued to I.G. for \$30,000 in 1939, and it was repurchased by Standard in 1939 for the same amount. Although the funds passing through S.I.G.'s hands amounted to many times its capital stock account, this money was almost wholly paid out in dividends. S.I.G.'s actual profits were limited to \$11,000 per year, and the dividends on 200 shares were therefore limited to \$2,200 per year. The price paid for the stock by Standard therefore does not seem unfair. Since the court found the transaction to be one designed in good faith to pass title to Standard, the stock belonged to Standard when vested and Standard is entitled to recover it.

7. The USAC Stock. The Custodian vested in himself title to 425 shares of USAC stock. This represented one-half the 850 shares originally registered in the name of S.I.G. as agent for I.G. and the Jersey interests. The District Court ruled that Development was entitled to the return of 255 shares of this stock, and with this ruling we agree. When the stock was originally issued to S.I.G. in 1938, I.G. and Standard had agreed between themselves that I.G. was the beneficial owner of 1/5 of the shares, and the Jersey interests beneficial owner of 4/5. S.I.G. had only a bare legal title to the stock. One-fifth of the purchase price, \$17,000, was charged against I.G.; the remainder, \$68,000, was charged against the Jersey group. The court found that all the 1939 maneuvers with regard to USAC were not intended to change the substantial ownership of the stock. I.G.'s interest at the time of the vesting orders was therefore 170 shares; the remainder belongs to Development, in whose name the Jersey participation was held.

8. The Jasco Stock. The District Court found that the "purchase" by plaintiffs in 1939 of the 5 shares of Jasco stock owned by I.G. was not intended to affect I.G.'s postwar ownership of the stock. It concluded therefore that defendant had properly vested the stock and was entitled to it, subject to a lien of \$4,000 in favor of plaintiffs. To acquire possession of the stock, Development paid \$146,000 to a bank with whom I.G. had pledged it. This money it charged off against I.G.'s account. Development also paid \$4,000 to a Dr. Duisberg, son of one of I.G.'s founders, who was contemporaneously described by Toagle, then chairman of Standard's Board of Directors, as "I.G.'s sole representative in this country." This payment was never charged against I.G.'s account; since it was in amount equal to the original issuing price of the stock, it was probably intended to represent the purchase price. On these facts the District Court came to the logical conclusion that Development should retain an agent's lien for its expenditures. With this

(Page 9 of original)

conclusion we disagree. I.G. was considered by the parties as the owner of the stock before, as well as after, the transaction, and the \$4,000 was not spent on I.G.'s behalf. Had it been so spent, it, like the pledge liquidation payment, would have been charged off against I.G.'s account. Moreover, it was not paid to an independent third party. It was paid to Duisberg to reimburse him for what only a few days before he had paid I.G. for his "claim" to the stock. It is apparent that Duisberg was not speculating in Jasco stock, for he bought stock encumbered by a pledge of about thirty-

five times its purchase price and sold it for what he had paid for it only a few days later. It is also apparent that he "purchased" and "sold" the stock at I.G.'s dictation. In view of these facts and of his agency and blood relationship to I.G. and its officers, the inference is inescapable that Daisberg was just another dummy used to hide the real ownership of I.G. property. Development's "agency" was therefore one to buy the stock for I.G. from I.G. itself. This was therefore a purely formal, not an actual, transaction. Even in its formal aspects, Development was more a purchaser than the seller's agent. Moreover, no lien was intended by the parties, and plaintiffs do not claim any in their briefs; the money advanced was just a step in misrepresenting the ownership of the stock. The most the Jersey group can have is a claim for money paid to the use of another, which cannot be enforced against this defendant or in this proceeding.

A further question arises as to whether or not the consent decree has settled this issue against the defendant. In one section, entitled "Definitions," of this lengthy document it defined Jasco as a corporation of a certain state and place, "all of the capital stock of which is now owned by Development, which controls the corporation." This statement was not res judicata on, or even a determination of, the ownership of the Jasco stock. It was obviously intended only as part of an identifying label. A judgment "does not reside in its recitals, but in the mandatory portions." Eckerson v. Tannay, D.C.S.D. N.Y., 235 F. 415, 418, affirmed 2 Cir., 243 F. 1007. As a matter of fact, the consent decree does not concern any of the questions as to the ownership of stock. Nowhere do its terms purport to make changes in stockholdings. On the contrary, it expressly disclaims intention to affect any right, title, or interest of the present plaintiffs in shares of stock; and it reserves as against the present plaintiffs all the Custodian's rights in any property not affected by its terms. The District Court was therefore correct in regarding the parties not bound by it. Cf. The Evergreen v. Munan, 2 Cir., 141 F. 3d 937, 152 A.L.R. 1187, certiorari denied 323 U.S. 730.

9. The S.I.G. Patents. Before the District Court, plaintiffs claimed that they were entitled to complete ownership of the S.I.G. patents, the subject of disposition in the Four-Party Agreement. Under that agreement, S.I.G. was set up to exploit certain patents on behalf of I.G. and the Jersey group, but was prohibited from engaging in any business save that of granting licenses under or transferring interests in patents within the hydro-carbon field. Further, it was prohibited by its charter from engaging in manufacturing operations. This prohibition could be removed only by holders of 85 per cent of the stock. Eighty per cent of S.I.G.'s stock was issued to Jersey; 20 per cent to I.G. Under Article II-A of the Four-Party Agreement, I.G. assigned and agreed to assign to S.I.G. all of its patent rights outside Germany which related wholly or principally to the hydrocarbon field. The assignment was made subject to the reservation by I.G. for the life of the patents of an exclusive royalty-free license and right to license others for all purposes outside the hydrocarbon field. A schedule of patents assigned under this provision was annexed to the agreement, but it was recited that the omission from the schedule of specific patents falling within the terms of the assignment did not exclude them from the operation of the assignment. The patents covered by this provision are those designated Class A S.I.G. patents.

Article II-B dealt with I.G.'s patent rights outside Germany which were useful in the hydrocarbon field, but also useful to a substantial degree in other fields. Under those patents I.G. granted and agreed to grant to S.I.G. for the life of the patents an exclusive royalty-free license and right to license others, but only so far as useful in the hydrocarbon field. A schedule of patents, qualified as in Article II-A, accompanied the grant. The patents covered by this provision are those denominated Class B S.I.G. patents.

Articles IV-A and IV-B provided that proceeds realized by S.I.G. be distributed in the following amounts and order: to I.G. roughly 20 per cent; to S.I.G. its expenses; to S.I.G. \$11,000 per year; and the remainder to a named member of the Jersey group. Article IVII made the agreement terminable after eighteen years by two years' written notice by either party. It also provided that on termination all patents rights or licenses, with certain exceptions, should be retained by the parties then holding them, but that no party should be bound to give any technical information with regard to such surviving patent rights. The provisions of other articles of the agreement are not material to the issue in the present case.

The hydrocarbon field, which roughly embraced the oil and natural gas industries, was the field in which the Jersey group's far-flung empire principally operated. Chemical fields akin to and often overlapping the hydrocarbon field were the preserve in which the bulk of the similarly far-flung I.G. empire operated. By this agreement the parties divided between themselves the beneficial rights of ownership outside Germany of I.G.'s patents which related to both their fields. Subject to I.G. participation in S.I.G.'s revenues, the Jersey group was to enjoy the fruits of ownership of both classes of patents in so far as they pertained to the hydrocarbon field; I.G. was to enjoy those fruits outside the hydrocarbon field.

I.G. received in part from the bargain approximately \$35,000,000 worth of Standard stock, plus approximately \$275,000 in accrued dividends; a 20 per cent share in S.I.G.'s royalties; and an operative recognition (in another closely tied-in agreement between the two parties, known as the Division of Fields Agreement) of I.G.'s preferred position over the Jersey group in the chemical industry. The Jersey group obtained for itself control (outside Germany) in its operational field of I.G.'s patents and technology which were far ahead of its own and which, if used against it, might have caused it serious economic difficulties. By granting the 20 per cent interest in S.I.G.'s proceeds it assured itself of I.G.'s continued co-operation and interest in the development of its business.

Subsequent to the signing of the Four-Party Agreement, I.G. made to Standard a general assignment of the scheduled Class A patents, and later made to S.I.G. a large number of separate assignments of specific patents and patent applications on the A schedule.

On those facts the District Court ruled that I.G. had surrendered to S.I.G. the legal title to those Class A patents either generally or specifically assigned prior to September, 1938. (Assignments after that date were, of course, part of the general scheme of false title-shifting of the Hague Conference.) As to the other Class A patents and patent applications, the court ruled that title remained in I.G., but that S.I.G. had a right in equity to require I.G. to convey title. The court ruled that I.G. had not surrendered title to the Class B S.I.G. patents, but that S.I.G.

had certain equitable interests in licensing, royalties, and other rights under them.

If the problem must be visualized in terms of title as a unit there are various precedents cited by the District Court which tend to support its view. Littlefield v. Perry, 88 U.S. 205, 219, 222, 21 Wall. 205; Waterman v. Mackenzie, 138 U.S. 252, 361; General Amilino & Film Corp. v. C.I.R., 3 Cir., 139 F. 2d 759, 760; McDuffie v. Houstonville, M. & F. Pass, R. Co., 3 Cir., 152 F. 36, 38, 39; Universal Oil Products Co. v. Root Refining Co., D.C. Del., 16 F. Supp. 846, affirmed Root Refining Co. v. Universal Oil Products Co., 3 Cir., 93 F. 2d 186; contra, Six Wheel Corp. v. Stirling Motor Truck Co. of California, 9 Cir., 50 F. 2d 566. But we do not feel that it must be so regarded. The important question is whether the interests of plaintiffs are property interests of sufficient substance that plaintiffs may recover them from the Alien Property Custodian against the latter's contention that they are merely "executory contracts." To classify plaintiffs' or defendant's interests here under one or more of the categories of "title", "equitable servitude in property", or "contractual right" does not settle the problem. The rights of both parties can be fitted into various of these categories. Indeed the inveterate use of the labels "property" or "title" as group symbols, denoting a "bundle" of rights or other legal relations, is now well understood; it is only when we advance beyond these forms to the questions of degree, or of number and value of such rights that we come to a solution of problems such as this. See 1 Restatement, Property, 1936, §. 4, 10-12, 27-30; Hohfeld, Fundamental Legal Conceptions, 1923, 3, 12, 67 et seq.; 26 Yale L. J. 710, 712, 746; 28 id. 721, 729; Rohrer v. C.I.R., 3 Cir., 153 F. 2d 61, 64, certiorari denied 328 U.S. 863; Norris Plan Industrial Bank of New York v. Schorn, 3 Cir., 135 F. 2d 539, 540; authorities cited in Clark, Real Covenants, 24 Ed. 1947, 4, 30, 156.

(Page 11 of original)

The rights to recover patent royalties, to license, and to transfer rights in a patent are some of the many elements of enjoyment making up title. The interests of both parties are in part at least of the type which a former court of equity would have enforced; and certainly some of the rights are contractual in origin and nature. In whatever category considered, however, the licensing rights would be protected against the holder of legal title to the patents or against third parties with notice. New York Phonograph Co. v. Edison, O. C. S. D. N. Y., 136 F. 600, 606, affirmed 2 Cir., 144 F. 404; Wardman v. Societe Generale d'Electricite, 19 Ch. D. 346, or against the holder's trustee in bankruptcy. In re. Waterson, Berlin & Snyder Co., 2 Cir., 48 F. 3d 704. The patent rights divided into two parts by the Four Party Agreement were those to a new expanding industrial technology; their value was very great; the Jersey group considered that the part it got was worth in excess of 35,000,000, for that was the price it paid; we do not know what value I.G. set on the part it retained. We think that, because of their substantial nature and their great monetary value, the rights both obtained in the Four-Party Agreement are substantial enough to be regarded as some form of property interest, for which the plaintiffs may sue and have judgment in this action.

10. Effect of the Consent Decree on the S.I.G. Patents. When the consent decree was framed, S.I.G. had in the S.I.G. patents of both classes exclusive licensing and royalty rights in the hydrocarbon field outside Germany; I.G. had an exclusive license and licensing and royalty rights outside the hydrocarbon field. We need not here determine how great an abrogation of the rights of the Jersey group the United States might have secured by prosecuting its antitrust action against Jersey to a nonconsensual termination. For the United States instead accepted the consent decree as a final settlement of its grievances against these plaintiffs which arose from the Four-Party Agreement. Finality then would follow from the general principle that a consent decree is res judicata of the issues included. O'Conor Corp. v. F. W. Woolworth Co., 7 Cir., 66 F. 2d 363, certiorari denied Midway Chemical Co. v. O'Conor Corp., 291 U.S. 666; Pick Mfg. Co. v. General Motors Corp., 7 Cir. 80 F. 2d 639; General Elec. Co. v. Hygrade Sylvania Corp., D. C. S. D. N. Y., 61 F. Supp. 476, 491.

Moreover, finality as to this particular grievance was made more specific by the terms of the decree. In sec. VIII of the decree the right of the Department of Justice to take further action against these plaintiffs is reserved. But from this reservation, action based upon agreements specifically named in sec. III is excepted. The Four Party Agreement is specifically named in sec. III.

The Alien Property Custodian was one of those consenting to the decree, and he, like the other parties to it, is bound by its modification or nonmodification of property rights. Of course, if these plaintiffs, after the filing of the consent decree, had used their property interests to violate the antitrust laws, the decree could be modified to force the discontinuance of such action. United States v. Swift & Co., 286 U.S.

Sec. IV (1) requires them to discontinue all existing relations with I.G., with certain exceptions immaterial here. Sec. V (3) enjoins them from accounting to I.G. in respect to receipts from the subject matter of any agreement declared illegal by the decree. Sec. XII recites the Alien Property Custodian's consent "to execute such further transfers of property to S.I.G. or Jasco as may be necessary to carry out the provisions of the decree, including the provisions of the decree limiting or prohibiting royalties under these patents and providing for compulsory licensing under them."

These provisions, considered against the background, purposes, and results of the decree, do not suggest the propriety of reducing the Custodian's interest in the S.I.G. patents. The injunctive provisions against accounting to I.G. and continuing the relationship with I.G. specifically mention I.G. by name. They do not purport to forbid relations with any governmental agency which succeeds to I.G.'s interests by seizure. So also the prohibition against Jersey's execution of the provisions of the Four Party Agreement applicable between the parties to that agreement should not be extended to the Custodian. While he is formally successor to I.G.'s rights, he is obviously in a different situation from the ordinary assignee for value; for he is the agent of a government seeking the destruction of I.G.'s power in America. Under these circumstances payments by Jersey to the Custodian are hardly fulfillment of an agreement calling for payments to I.G. Nor is the purpose of the decree subverted by a contrary holding. It was aimed at a situation in which the members of the Jersey group were wrongdoers, monopolistically restraining trade. The United States had instituted an action against them, but against the background of the war accepted a consent decree. It is not a permissible inference from these facts that the Government intended to donate to the Jersey group a very valuable group of licensing and royalty rights as virtually a reward for their wrongdoing.

Such an inference is further negatived by other factors. Negotiations leading to the decree were long and carefully conducted between representatives of the Antitrust Division of the Department of Justice and counsel for these plaintiffs. But the Office of the Alien Property Custodian had been created in the Office for Emergency Management by Executive Order only two weeks before the filing of the decree. Exec. Order 9095, 3 CFR, Cum. Suppl. 1121. Even if the negotiators for the Department of Justice knew of the impending creation of the Custodian's Office, they could not have known before its creation exactly what property the Custodian would purport to vest. The inertistic language used should not be interpreted as showing an intention to give away valuable property interests vested in the Custodian. Nor is it to be easily inferred that the court or the defendant's counsel were led so to understand. Since the Custodian was appointed so recently before the decree, he had a very small part, if any, in the negotiations and little opportunity to ascertain exactly what property interests he was to acquire by his vesting order. It is very questionable whether he understood such oblique provisions as secs. III, IV (1), and IV (3) as taking away from him what he had just

106; Coca-Cola Co. v. Standard Bottling Co., 10 Cir., 138 F. 2d 788. But no claim of new violation is made as to the Four Party Agreement. To the extent that it applies, therefore, the consent decree is determinative of the present status of the interests of the parties in the S.I.G. patents.

The specific provisions of the consent decree must be read in the light of its general purposes. These were to put an end to the co-operative restraint of trade practiced by I.G. and the Jersey group and to insure the licensing for all purposes and to all applicants of the patents controlled by these two. That substantially nothing more than this was intended is shown by the sweeping language of the clauses making explicit reservations which were incorporated into the decree. Protecting Jersey's rights, sec. VII provides in part: "Nothing contained in this decree shall affect or diminish any right, title or interest of the defendants, their successors, subsidiaries or assigns in or to or under any presently existing patents, licenses under such patents, patent applications, assignments of such patents or of such patent applications, trade marks, trade names, or shares of corporate stock." Protecting the Custodian's rights, sec. III provides in part: "The consent of the Alien Property Custodian to the entry of this decree and this agreement to be bound, however, shall not affect such further rights of the Alien Property Custodian to any property or the proceeds thereof, or rights therein, as may remain unaffected by the terms of this decree, and all such right, title and interest of the Alien Property Custodian in any property or the proceeds thereof as between the Alien Property Custodian and any of the

(Page 12 of original)

defendants is hereby expressly reserved."

Certain provisions of the decree have more or less specific reference to the Four Party Agreement and the S.I.G. patents. Sec. IV (2) directs the three defendants to grant to S. I. G. all their right to, title to, power, and interest in both the Class A and Class B S.I.G. patents. Sec. V (5, 6, 7) directs licensing under these and the Jacco patents to all applicants and use of the patents free of royalties for the duration of the war emergency and subject to payment of a reasonable royalty thereafter.

Save as to the requirements for indiscriminate licensing, these provisions do not diminish S.I.G.'s previous rights in the S.I.G. patents. These S.I.G. is entitled to recover from the Custodian. Unless its rights were increased by the decree and the Custodian's decreased, S.I.G. is entitled to recover no more.

The District Court held that to a certain extent the Custodian's interests in S.I.G. patents were decreased by the consent decree. In the Class A patents the decrease amounted to virtual destruction of the Custodian's royalty and licensing rights. In the Class B S.I.G. patents, it was not so extensive. The District Court relied upon several sections of the decree as establishing this reduction. Sec. III declares the Four Party Agreement and other agreements illegal and enjoins the three defendants from further performing any of the provisions of these agreements.

seized. His participation in the decree was actually for quite a different purpose, as indeed the express reservation of his rights in sec. XII indicates.

(Page 13 of original)

His appearance as successor to I.G. was necessary to provide a defense for the Jersey group against a possible later suit by I.G. in a foreign court for nonperformance of the agreements between the two. In the early part of 1942, action was quickly taken and documents hurriedly drafted. We should avoid drawing irrational conclusions from their sometimes unartful wording. We conclude therefore that the Custodian's interests in the S.I.G. patents were not diminished by the consent decree, and that the judgment in this action should be accordingly modified.

Acting upon the Custodian's agreement in sec. XII to execute further transfers of property, the District Court ordered the defendant to transfer certain interests in patents to S.I.G. and Jasco to carry out the purposes of the consent decree. The parties do not question the court's jurisdiction to order such transfers, and we think they were within its discretion. The purpose the District Court sought to effectuate was to make S.I.G. patent licenses freely obtainable for all purposes at one point from one licensor. Consistent with our conclusions as to the rights of the parties in S.I.G. patents, this purpose will be served by the grant to S.I.G. of only the Custodian's licensing power in the S.I.G. patents, to be exercised in conformity with the provisions of the consent decree. As modified in accordance with our views, the decree will give to S.I.G. the exclusive right and duty to grant licenses under the S.I.G. patents to all applicants upon reasonable royalties. In so far as licenses are granted for use in the hydrocarbon field, S.I.G. shall pay over to the Custodian that portion of the royalty receipts which it would have been obliged to pay to I.G. under the terms of the Four-Party Agreement. Licenses for use outside the hydrocarbon field will be granted by S.I.G. only upon terms directed by the Custodian, and S.I.G. will account to the Custodian for all receipts on such licenses, less actual licensing expenses. The accounting provisions of the decree as modified does no violence to the purpose of the consent decree, for it does not limit in any way the availability of the patents for licensing in all fields.

11. The Jasco Process Patents. Plaintiffs claim interests in patents for processes within the so-called Jasco field. Jasco, a corporation in which I.G. and Development each held 50 per cent of the stock, came into existence in 1930 under the terms of the Jasco Agreement. Under the agreement the Jasco corporation was formed to develop and exploit new processes of both parties, employing as raw material crude petroleum, natural bitumen, or natural gas.

Article II of that agreement provided that, when either party developed a new chemical process within the field, it should give the other party four months in which to elect whether or not the process should

be developed by Jasco. . Article III provided that, where Jasco had developed a process to the point of commercial exploitation, the originating company, after preliminary agreement had been reached regarding that process, should give Jasco exclusive licenses and licensing rights outside Germany. Article III provided, however, that, as a condition precedent to the grant of exclusive licensing rights to Jasco, agreement between the parties on five points was required. . These included definition of the process, marketing arrangements, the amount of royalty due the originating party, which party was to control future management of the process, and disposition of existing contractual obligations of either party bearing on the process. Article VII provided that the parties should try to come to agreement, and that in case of failure of agreement the decision should rest with the party which would have been entitled to control of the process under the Division of Fields Agreement. .

The District Court concluded, and we agree, that Jasco and the other plaintiffs here gained no interests in any patents solely by this agreement. With respect to patent rights, the only action the parties bound themselves to take was to negotiate. If the negotiations led to agreements granting rights to Jasco, the rights would be derived, as they were in the case of Oppanol, from those agreements. If no agreements were reached, no rights would pass to Jasco.

After the signing of the agreement Jasco conducted substantial experimentation projects for I.G. and the Jersey group. I.G. submitted informally to Jasco for development the Acetylene Arc process, the Paraffin Oxidation process, the Oppanol process, and parts of the Buna process. Subsequently Jasco made contracts in respect to the Paraffin Oxidation process and certain parts of the Buna process with outside business firms. Nevertheless the District Court found, as sufficient evidence that Jasco actually acquired no commercial rights in these two processes. In its contracts with outsiders it was dealing in what it might get from I.G. Nor did Jasco acquire any property interest in the Acetylene Arc Process. The I.G. - original patents involved in these three processes were completely owned by I.G. on the seizure date and therefore vested in the Custodian.

The consent decree did not substantially decrease the Custodian's interest in these patents, for the reasons set forth in the discussion of his rights under the S.I.G. patents. There is another reason also. Though some of the Custodian's rights in Class A S.I.G. patents might be regarded as derived from the Four Party Agreement and hence subject to the legal infirmities of that document, the Custodian's rights in the Jasco processes are not derived from any illegal agreement. They are those which I.G. obtained directly or through its employees from the United States patent offices. Hence it cannot be persuasively argued that the consent decree limits these rights because of illegality of their source.

To carry out this licensing purpose of the consent decree, Jasco

was given a bare right to license patents in these processes for the Custodian's account. Apparently this right has never been disturbed, as the court below decided. We agree with the District Court that Jasco is entitled to enjoy this right.

12. The Oppenol and Allied Process Patents. Oppenol was the one Jasco process concerning which a formal agreement was reached by I.G. and the Jersey group. The Oppenol memorandum was signed in 1933. The District Court found that under its terms "it was provided that (1) 'Oppenol * * * outside of Germany be brought in Jasco,' (2) 'Standard' (by which is meant the corporation heretofore called 'Development') was to have 'the control in commercial exploitation * * * in the oil industry, I.G. the control so far as other uses are concerned,' (3) (Standard Oil Company of) 'New Jersey' 'to use the patents in question without compensation for Jasco, but only for the own use of Jersey in the oil industry,' and (4) instead of dividing the revenues from the licensing by Jasco of the Oppenol patents in the proportion of 5/8 to I.G. and 3/8 to Development as provided in the Jasco Agreement, the Oppenol revenues were subjected to a special scheme whereby (a) the royalties received by Jasco from licensing Oppenol were to be distributed 1/2 to I.G. and 1/2 to Development and (b) the royalties to be paid by Development were to go not to Jasco but to S.I.G. so that ultimately 1/8 would be distributed to I.G. and approximately 4/5 to assignees of Deleware."

Under these terms both I.G. and the Jersey group secured substantial interests in patents under this process. Pursuant to the consent decree, all the rights of the plaintiffs in the Oppenol patents were transferred to Jasco. Jasco is now entitled to recover licensing and royalty rights in the Oppenol patents, as granted in the Oppenol memorandum. We are content to leave these interests as they were left by the District Court.

13. The Jersey-Originated Jasco Patents. Under the consent decree certain Jersey-originated patents under the four so-called Jasco processes and other processes have been transferred to Jasco. With the exception of those under the Oppenol process, I.G. never owned or possessed rights in these patents prior to the consent decree. Plaintiffs urge that it is therefore inequitable that these rights be transferred to the Custodian, who, they say, is entitled only to what I.G. had. As we have seen, the consent decree contained a recitation that the Jasco stock was completely owned by Jersey interests. It was on this assumption that the court signed, and counsel for the United States approved, the decree providing for a transfer of various of the interests of the Jersey group to Jasco. The plaintiffs now urge that, since the court issuing the consent decree was in error as to the ownership of Jasco stock, the District Court in this suit should have required reconveyance of the rights in Jersey-originated patents to Development, which is a wholly owned subsidiary of Standard. They therefore name this an unwarranted "windfall" to the Custodian.

The decree below dismisses the complaint for the recovery of these patents "for lack of jurisdiction." But the broad provisions of par. 9(a) of the Act authorize a "suit in equity" for "any interest" in money or other property "conveyed, transferred, assigned, delivered, or paid" to the Custodian wherein the court may order the transfer to a claimant of "the interest therein to which the court shall determine said claimant is entitled." This is surely sufficient authority to cover the adjustment of these rights between the parties properly before the court. The District Court seems, however, to have rested its refusal to act upon some feeling of comity or unwillingness

(Page 15 of original)

to interfere with the acts of the court which had entered the consent decree. This, we think, was undue concern; it was familiar with all details of this complicated question, which had never been before the court in New Jersey in its present and true setting. It was the court properly fitted to make the decision.

Nevertheless, on the merits we feel that plaintiffs are not, in equity and good conscience, entitled to such relief. The provisions requiring the transfer of the rights in question to a corporation only, half-owned by Jersey were not the product of an error, so far as these plaintiffs were concerned. On their part it was a misrepresentation, part of their scheme to deceive their government. Plaintiffs had already represented falsely that Jasco had valuable rights in patents covering the Buna, Acetylene, Arc, and Paraffin, oxidation processes. By this misrepresentation they sought to wrest from the Custodian a part of the complete ownership of these processes which the Custodian had properly secured by seizure from I.G. But they were not content with wrongfully obtaining part of the rights; they wanted all. So they misrepresented that all the Jasco's stock was owned by them, and thus eliminated -- until discovery -- the half ownership by vesting of the United States in Jasco. By coupling these misrepresentations with sec. III of the consent decree enjoining the performance of agreements with I.G., plaintiffs thought they had successfully destroyed all the Custodian's rights in these processes. Moreover the misrepresentation of Jasco's stock ownership was not wrongful only as to the consent decree. It was a violation of Jersey's statutory obligation under §7(a) of the Trading with the Enemy Act and an Executive Order, Exec. Order 2785, June 14, 1941, 3 CFR, Cum. Suppl. 948, 6 F. R. 2997, and a Treasury Regulation, §130.4, 31 CFR, Cum. Suppl., 8817, 8818, 6 F. R. 2905, to report the foreign-owned stock in Jasco.3/

True, the consent decree was arranged by eminent counsel; and any charge of misrepresentation on their part is expressly disclaimed by the defendant. But after all, it is the principals who are involved and whose wrongdoing concerns us. Now that their deception has been found out, they appeal to the conscience of a court to free them from the pitfalls created by that deception. On this particular point we think the defense of unclear hands is well taken. It goes not to general conduct of the plaintiffs, but to their actions with regard to the very issue. This misconduct of the plaintiffs was not wiped out, as their previous misconduct was, by the acceptance by the United States of the consent decree. It prevailed throughout the procurement of the consent decree, and its temporary success is written into the recitals of the decree itself. Their wrongdoing is therefore not cured by the Government's acceptance of the consent decree, ~~which is~~ ~~to leave~~ ~~the~~ ~~plaintiffs~~ ~~in~~ ~~the~~ ~~same~~ ~~situation~~ ~~as~~ ~~before~~. Affirmative penalties visited upon them for their acts; rather it is leaving them in the situation which they themselves have created. As we leave Jasco with the licensing and royalty rights in the I.G.-originated patents, obtained by it under the consent decree, so also we should leave it with this property just as settled by plaintiffs' agreement and desires in that decree.

14. The Lauryl Amino and Other AD Patents. Under the decree below, S.I.G. recovered in eight patents and one application of the so-called AD class, including the Lauryl Amino patent, rights equivalent to those it recovered in the Class B S.I.G. patents. The court's findings of fact do not support this recovery, and indeed the evidence on the record does not warrant a finding justifying such a recovery. The court found that the parties customarily covered AD

equivalent to those it recovered in the first 53,100 patents. The court's findings of fact do not support this recovery, and indeed the

patents in separately negotiated agreements. It found also that it was a doubtful question whether Lauryl Amino, in particular, came within the Four-Party Agreement. If the AD patents had not been treated as special problems by I.G. and Jersey, they could properly have been treated by the court in the same manner as the S.I.G. patents. But since the parties understood that special agreements were required to transfer rights from I.G. to Jersey, Jersey had to show agreements specifically transferring rights if it was to recover any.

3/ In fact, there seems good ground for the contention that this misrepresentation, legally considered, was yet more extensive. Specifically, under 85E (ii) of Exec. Order 8785, *supra*, Jasco itself could be viewed as a foreign national, in view of the substantial ownership—much more than the 25% referred to later in the regulation—of its stock by an enemy. But the Custodian has not taken this position as to Jasco in his vesting order. Nor has his counsel done so in this case, either on this issue or on the right to sue — possibly because, *inter alia*, the substantial results of the action would apparently not be greatly, if at all, affected.

(Page 16 of original)

The only showing made as to seven of the patents and the application was that they were physically delivered to a trustee for the Jersey group, along with previously unassigned S.I.G. patents, as a result of the Hague Conference. But the District Court found in effect that this assignment did not create any new substantial rights in Jersey or enlarge any it already possessed. The assignments of Class A S.I.G. patents were effective against the Custodian, in the District Court's rationale, because Jersey already had an equitable right to such assignments. Otherwise the assignments would have been merely parts of the sham of The Hague. With regard to Lauryl Amino, the same assignment was shown, and also several drafts of an agreement which was to grant Development certain rights. But the court found that this agreement was never executed. This finding is supported by oral, as well as documentary, evidence. Therefore this agreement is not evidence that I.G. transferred rights in Lauryl Amino to the Jersey group. It does show that the parties thought formal agreement necessary to transfer rights to AD patents, and therefore strengthens the inference, which may be drawn from the nonproduction of agreements concerning the other seven patents, that no transfer of rights under them was contemplated. Consequently the decree must be modified to except recovery of these items.

15. The Motion to Reopen for Further Evidence. Only one point remains for discussion. Plaintiffs urge that certain documents should have been received in evidence and considered in connection with the findings on the sham nature of the Hague transactions. These documents were discovered in I.G.'s files by United States Government agents after the war. The documents were delivered to defendant's counsel in the District Court and thereafter inspected by counsel for plaintiffs. After the close of the case in the District Court, plaintiffs sought to have them received in evidence; and in this they were unsuccessful. We think the receipt or rejection of these documents was within the court's jurisdiction, and that it did not abuse it. The documents offered could not have affected the court's findings on the Hague Conference. Moreover, because of the condition of Germany and of I.G., portions of I.G.'s records will be found from time to time in the future. Of course the case, as brought and pressed by plaintiffs, cannot be reopened upon the finding of each new document.

It therefore follows that upon the defendant's appeal the decree should be modified as follows: (1) Plaintiffs should have no recovery in the Jasco stock, i.e., no lien for \$4,000 for the \$4,000 paid for the Duisberg release; (2) plaintiffs' recovery in both the Class A and Class B S.I.G. patents should be limited to the licensing and royalty rights and accrued royalties attaching thereto of the scope indicated in this opinion, and no more; (3) plaintiffs should have no recovery in the Lauryl Amino and other AD patents. The decree should also be modified to recite that the claim for the Jersey-originated Jasco patents is dismissed on the merits, rather than for lack of jurisdiction. Plaintiffs' appeal is not sustained.

Decree modified and, as modified, affirmed. Costs in this court are awarded defendant.

----- 10 -----

FRANK, Circuit Judge, concurring.

Although the opinions of Judge Wyzanski are of unusual excellence, they leave for our consideration several complicated problems with which Judge Clark's opinion brilliantly deals. Nevertheless, as to several items, I think it well to make some further comments.

1. Since its last paragraph disposed of the matter, all else in point 4 of the majority opinion is dictum in which I do not join, especially because the issue there discussed was not orally argued before us and will soon be decided by the Supreme Court.

2. Point 5 discusses defendant's contention concerning the antitrust laws as if that contention were confined to patents. I would add the following, lest our opinion be taken as rejecting it: Perhaps it is the rule, quite aside from any patent doctrine, that the return of property seized without lawful authority by any government officer will be judicially denied if the property upon its return would be used illegally.^{1/} Perhaps, then,

^{1/} Cf. *Strong v. U.S.*, 46 F. (2d) 357, 261 (C.C.A. 1); *Yonkers v. U.S.*, 293 F. 375, 277 (C.C.A. 5); *U.S. v. O'Donnell*, 273 F. 600, 602; *U.S. v. Goodhue*, 53 F. (2d) 696, 699-701; *In re Fried*, 161 F. (2d) 463, 468 (C.C.A. 2); *Gallagher v. U.S.*, 6 F. (2d) 758, 759 (C.C.A. 2).

(Page 17 of original)

if it seemed highly probable that plaintiffs here, on return of any of the property, would employ it to violate the antitrust laws, judgement, on that sole ground, should be for defendant, with leave to renew the suit on proof that the threat of such illegal use had ceased. But we need not here consider that question, because the consent decree enjoins such use, and defendant does not suggest that plaintiffs have violated or contemplate violation of that decree.

3. The district judge held that S.I.G. obtained title to some of the Class A patents and the right in equity to require I.G. to convey title to the others. As I read my colleagues' point 9, they, in effect, agree with that ruling. Elsewhere in their opinion, however, they seem to conclude that, because of the anti-trust consent

decree, S.I.G. is entitled merely to grant licenses to others under these patents. Assuming that to be the result at which the majority opinion arrives, I concur in it. But I cannot go along with my colleagues' intimation, by way of dictum, that, had there been no consent decree, the trial judge's ruling would have been correct. I call it dictum because I think it is not a necessary step in arriving at our decision. And I regret that dictum, and will not join in it, because its apparent approval of the trial judge's ruling (i.e., that title passed) is, I believe, contrary to the precedents, and would have had the consequence, absent the consent decree, of giving S.I.G. greater rights in these patents than, under the Four Party Agreement, it had before the seizure. To make that statement intelligible and to explain adequately my objection to my colleagues' dictum, I must state in detail the following record facts not fully stated by my colleagues and the legal effect of which, I think, they have overlooked.

Notwithstanding that, by Article II of the Four Party Agreement, I.G. "assigns and agrees to assign" the Class A patents, Article IV-A explicitly provides: "S.I.G. obligates itself for the period of this agreement not to engage in any business save that of granting licenses or transferring interests in patents rights owning within the hydrocarbon field and assigned to it under this agreement by Standard or I.G."^{2/} (This provision ties in with the provision of the corporate charter of S.I.G. which prohibits it from engaging in manufacturing operations; this charter provision could be amended only by holders of 85% of the stock of S.I.G.; as I.G. hold 30%, such an amendment required the consent of I.G.) Article V, as I read it, provides that any transfer of "interests" by S.I.G. is to be restricted to transfers to corporations which "shall not be empowered to engage in manufacturing operations, and shall be obliged to conduct the licensing of the patent rights covered in them under conditions the same as those imposed upon S.I.G. under Article IV-A hereof."^{3/}

2/ Emphasis added.

This Article also provided that the licenses should be granted by S.I.G. "only in consideration of substantial royalties payable to it and upon a fair, and as nearly as may be, a uniform basis. * * *

3/ Emphasis added. Note the reference to Article IV-A as stating "conditions * * * imposed upon S.I.G."

It is suggested that Article V deals solely with patent rights for the hydrogenation process which, in Article I, is defined as a "specific class of processes lying within the hydrocarbon field." I think such an interpretation of Article V incorrect. It cites patent rights for this specific class merely by way of "example." A reading of Article V as a whole makes this apparent, I think. Article V in its entirety is as follows:

"Departures from Articles III and IV. Standard may refrain from making the assignment to S.I.G. as provided in Art. III and S.I.G. may depart from the proposed licensing plan of Art. IV so long as the result as far as the interests of I.G. are concerned, shall be the same as though the said assignment were made and the proposed plan followed and so long as the result contemplated by Arts. III and IV is effected. For example, S.I.G. may grant to another corporation for a consideration, the patent rights for the hydrogenation process in the United States, and to a third corporation, for a consideration, the patent rights for the hydrogenation process outside of the United States. These corporations shall not be empowered to engage in manufacturing operations, and

shall be obliged to conduct the licensing of the patent rights conveyed to them under conditions the same as those imposed upon S.I.G. under Art. IV-A hereof. S.I.G. shall not be obligated to account

(page 18 of original)

The "conditions * * * imposed by Article IV-A" upon S.I.G., I think, had this legal effect: If S.I.G. itself made or used or sold any of the

3/ (Cont'd) to I.G. for the considerations received for such grants but shall pay over the entire considerations so received to Standard Oil Company of New Jersey after deductions for its own account as provided in Art. IV-B, b & c. But S.I.G. shall be obligated to provide that I.G. receives an account of all royalty payments including cash, free shares or other consideration, received by said corporations from the licensees the compensation provided in Art. IV-A hereof to the same extent as if those licensees were licensed directly by S.I.G."

It is also suggested that Article IX authorizes S.I.G. to assign any of the patents outright to Standard or I.G. But Article IX relates solely to "patent rights hereafter purchased by Standard or I.G. from others", and not transferred to S.I.G. Article IX reads as follows:

"Purchased Patent Rights. All assignments and grants of patent rights which are herein made or agreed to be made by Standard or I.G. to S.I.G. are subject to the following provisions, in so far as they relate to patent rights hereafter purchased by Standard or I.G. from others: If such patent rights are offered for purchase to Standard or I.G. the one to which the offer is made shall, if the matter appears to be important to the other, and it shall be practicable to do so, seek the cooperation of the other in making such purchase, with such fair distribution of the total expense as may be then agreed upon. The refusal of the other to cooperate in and share the expense of any such acquisition shall release the acquired patent right in every way from the operation of this agreement, but the patent right may be brought under this agreement, to the extent that the acquiring party still holds the same, at any time upon payment by the other of its equitable share of the purchase price."

It is further suggested that Article XII authorizes S. I. G. to assign the Agreement itself. But that Article (which must be read in the light of the rest of the Agreement) is as follows: "Assignment of Agreement. Any party may assign the whole or any part of the rights and benefits accruing to it under this agreement, with or without assignment of those obligations which are not personal and inseparable from the business of the respective parties. Any assignment of obligations by one party shall, however, not be effective as regards the responsibility of the assigning party to the parties in respect thereto."

Surely S.I.G. acquired far less than the full "bundle" of patent rights since it enjoyed no immunity from infringement judgments, and could not validly dispose of the patents except subject to drastic conditions. In such circumstances, I think a transferee does not become vested with title to a patent, although it receives a formal "assignment" in the same or a separate instrument. See Waterman v. Mackenzie, 138 U.S. 252, 256; Crown Die & Tool Co. v. Nye Tool Machine Works, 261 U.S. 24; Rohrer v. Commissioner, 153 F. (2d) 61 (C. C. A. 2); Six Wheel Corp. v. Sterling Motor Truck Co., 50 F. (2d) 568 (C. C. A. 9); Doherty Research Co. v. Vickers Petroleum Co., 80 F. (2d) 809 (C. C. A. 10).

Nevertheless, I agree that plaintiffs should receive relief. Here it is well to differentiate two kinds of situations: (1) Suppose that, after an alien enemy contracted to sell to an American citizen some ordinary property (wheat or coal, for instance), the Custodian seized that property in the hands of the alien before title passed to the citizen, who had paid

3/ (Cont'd) "D. Excepted from the provisions of paragraphs B and C of this Article, shall be patent rights of I.G. relating to the hydrocarbon field but not to the hydrogenation process and acquired by I.G. subsequent to December 31, 1941. These excepted patent rights may, before the expiration of this agreement, be licensed by S.I.G. to others for the full term of the patents in question, but S.I.G. shall be obligated to account to I.G. as provided in Art. IV hereof in respect to any revenues received from such licenses for the full term thereof, notwithstanding the same may extend beyond the life of this agreement.

"E. Effective as of the date of termination of this agreement S.I.G. shall reassign to I.G. all patent rights coming within Paragraph D, subject to such licenses as may theretofore have been granted thereunder. As to such licenses, this reassignment shall not affect the obligation of the licensee or the participation of the parties in the royalties to be paid."

It is suggested that paragraph B gives S.I.G., after the termination of the agreement, the right to pass outright title (subject to existing licenses) to any of the patents (other than those within D) for the then unexpired life of such patent. I do not so construe B. Reading it in connection with C, D and E, and in the light of Articles IV-A and V, I think it merely cut off the right of I.G. to "licensing revenue" accruing after the termination of the agreement. But even if B is construed as suggested, the right thereby conferred is of very narrow scope; for the agreement could not be terminated, at the earliest, until December 1, 1947, by which date the life of many of the patents would have been over or of brief duration.

4/ Except perhaps (as indicated in note 3) the narrow right to transfer outright patents unexpired when the agreement terminated.

Another such suggestion rests on Article XVII, which reads as follows:

"Duration of Agreement.

"A. This agreement shall be effective Nov. 9th, 1929, and shall remain in force until terminated by two years written notice served by any party upon the others but no such notice shall be served prior to December 31, 1945.

"B. All patent rights, including licenses (save those covered in paragraph D hereof), which are or may be assigned or granted by any party to another by or in accordance with this agreement shall continue to be held and enjoyed by the party so acquiring them until the expiration of the respective patents, even though this agreement shall have earlier terminated, but no party shall be obligated to give to any other any technical assistance or experience with relation to surviving patent rights after the expiration of this agreement.

"C. Neither Standard nor S. I. G. shall be obligated to make any payments to I. G. except as covered in paragraph D hereof, after the termination of this agreement, save for and on account of licensing revenue coming within this agreement and accruing before its termination, but I. G. shall continue to hold and enjoy its participation in any compensation paid for accruing before the termination of this agreement, even though such payment shall cover in part rights obtained by the licensee enduring beyond the term of this agreement.

(page 19 of original)

patented products, then (if the pertinent Class A patent were valid), S. I. G. would not be immune -- as it would have been if it had had title to that patent -- from an adverse judgment in an infringement suit. S.I.G. acquired merely the right to license others. 4/ It had no right to sell any of the patents outright, since any purchaser would likewise be confined to granting licenses; and (as the majority opinion shows) S.I.G. had no interest in the royalties beyond reimbursement of its expenses and 11,000 a year. Yet the decision of the district judge -- that S.I.G. has full title to these patents -- would confer upon it an immunity from judgments of infringement and would empower it to sell the patents free of all restrictions, despite the explicit contrary provisions of the Four Party Agreement.

The legal effect of these restrictive provisions is not discussed by my colleagues. And I consider most unfortunate their dictum, as it may mislead the district court in this case and as it disregards the precedents -- including our own recent decision in Rohrer v. Commissioner, 153 F. (2d) 61, 63, 84 (C. C. A. 2). There we held that crucial question in this type of case is whether the patent-owner has parted with "Substantially less than the entire 'bundle of rights'"; we made clear that, when substantially less is transferred, the amount of consideration paid is irrelevant; there, too, we explained and qualified our previous general statements in General Aniline & Film Corp. v. Commissioner, 139 F. (2d) 759 (C.C.A.2), a case cited by my colleagues.

(page 20 of original)

the alien a large purchase price. As, ordinarily, no matter what the size of the consideration or the monetary value of the property, the courts will not grant specific performance of such a contract, it may be that the citizen could not obtain specific performance, under this statute, against the Custodian. 5/ (2) But I think this statute would authorize specific performance against the Custodian of such a contract with an alien enemy if it related to land or unique chattels, because (a) such a contract would have been specifically enforceable against a transferee with notice and (b) the Custodian, under this statute, must, I think, be regarded as such a transferee. As I agree with my colleagues that the right of S.I.G. to grant licenses to others would have been specifically enforceable against I.G. or a transferee from it with notice, I therefore believe that plaintiffs are entitled to a decree in this suit that that right be thus enforced against the defendant.

That, however, is very different from a ruling that S.I.G. has or should be awarded title to these patents, since, to repeat, such a ruling would confer upon S.I.G. immunity, even if the patents are valid, from judgments in infringement actions, should it make, use or sell the patented products -- an immunity which I think the Four Party Agreement carefully precluded. 6/

5/ As this question was not discussed by the parties and is not here involved, it need not here be answered.

I note in passing that here the 36,000,000 cannot be said to have been paid solely for title to the Class A patents and the rights under Class B patents; for Standard received 80% of the royalties and other immensely valuable intangibles.

6/ It might conceivably be argued that S.I.G. owns the title but defendant, as successor to I.G., has the right to an injunction against S.I.G., should the latter attempt to violate the conditions imposed by Articles IV-A and V. However, I think that, under the authorities above cited, the facts which would justify such an injunction prevent passage of title: When a court will enjoin the use of a substantial part of the "bundle of rights," it is difficult to deny that the transferor has parted with "substantially less than the entire 'bundle'." ***
Rohrer v. Commissioner, supra. At best, S.I.G., as to a most important part of the "bundle," acquired a bare legal title, which is far less than that which the trial judge allotted to it.

COPY OF ORIGINAL
DOCUMENT NO. - NI - 10168
CONT'D -----

CERTIFICATE

I, Yvonne A. Schwarz, Civilian ETO No. 20108, hereby certify that the above is a true and correct copy of document No. NI-10168, the original of which is in the English language.

Yvonne A. Schwarz

NO ETO 20108

Case 6
sep 6/40

Exh. #1199

No. 373

Minutes

of the Meeting of the Management held
on the 14 May 1940

Present:

Dr. Kleib
Dr. Mueller
Dir. Ribbe
Dr. Eschmann
Dr. Keding
Prof. Eggers
Dr. Schulze

Joeres

Absent:

Dr. Gajewski
Grah

(page 3 of the Original)

- 17.) The applications of employment of Polish male and female workers have been approved. The billeting-question for women has not yet been finally decided. Besides in our plant, Polish male and female workers should also be employed in the Lichtenberg plant.

Wolfen, 15 May 1940
Dr. Sch/M.

(Signature): Dr. Schulze

CERTIFICATE OF TRANSLATION

I, YVONNE A. SCHWARTZ, ETO #30108, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of excerpts of Document No. NL-14138.

YVONNE A. SCHWARTZ,
ETO #30108.

E N D

Ans. 6
repts. Dist.
No. 378

TRANSLATION OF EXCERPTS OF DOCUMENT No. NL-14135
OFFICE OF CHIEF OF POLICE, LOS ANGELES

Vol. 1 1944

MINUTES
of the Meeting of the Management held
on the 17 June 1940

Present: Dr. Gajewski
Dr. Kleins
Dr. Miller
Dir. Hesse
Dr. Mailger
Dr. Hofmann
Dr. Siffringer
Prof. Eggert
Dr. Martolemann

(rubbing stamp)

Secret Dr. Gajewski
Rec'd: 26 June 1940
Answ.

Joerna

Absent: Dr. Buschmann
Dr. Schulze

(page 3 of the original)

19.) 43 Polish female workers of the second transport which arrived here yesterday, will be employed for the fabrication of films and 20 will be employed for the fabrication of artificial silk.

20.) According official instruction Polish female workers in the film-factory have to receive a 15% lower payment than Germans in the same position, this tariff-payment plus premium less 15%.

(page 4 of the original)

Wolfram, 20 June 1940
Dr. Wia./M.

(Signature): sig. Dr. Martolemann

CERTIFICATE OF TRANSLATION

I, YVONNE A. SCHMARS, NYC #30108, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of excerpts of Document No. NL-14135.

YVONNE A. SCHMARS,
NYC #30108

TRANSLATION OF DOCUMENT NO.
NI - 14223 - OFFICE OF CHIEF OF
COUNCIL FOR WAR CRIMES

Exch. # 1911

Filmplant - Wolfen
Miscellaneous Department.

Wolfen, 5 April 1941

Dr. Sch/L.

(rubber stamp)

Secret, Dr. Gajewski

Rec'd: 5 Apr. 1941

Reply:

File note.

Visit to Leuna on 3 April 1941

Together with Birke, the plant labor leader (appointed by labor front) and Mr. Landrich, the educational measures taken in Leuna were inspected and discussed in the set-up of the shirkers there. As among the great crowd of foreign workers in Leuna there is always a great number of shirkers, and the authorities intervene only in especially serious cases, the plant leader has inaugurated the following set-up in Leuna:

A special detachment "Halde" (dump) has been instituted. To this special detachment those members of the personnel will be removed who, in spite of different warnings and other measures usually taken in the plant are still not punctual in fulfilling their work obligations. Not only people who work in the plant are assigned to this detachment, but also members of the personnel of construction firms who have been recruited by the plant and who are accommodated in the camps belonging to the plant. It is chiefly a question of workers on compulsory labor-service. Except for the case of two youths, the members of the regular personnel from the Leuna district have never been assigned yet to this special detachment. However, there are Reich-Germans as well as foreigners there. The period of assignment lasts each time for 4 weeks. The detachment is generally composed of 20-30 men. An especially vigorous chief is assigned to the detachment and he supervises the work and issues instructions. In addition to him a member of the works security detachment is assigned. Normally the people are occupied in the "ash-dump", but from time to time they are used for other kinds of work, as, for example, the loading of manure. With closer supervision they have special preparatory work to do. The wages they receive are only the standard rate. Their transfer takes place at the request of the plant when the affair has been examined by a commission consisting of a representative of the plant and the superior of the man in question, together with the plant labor leader and a confidential agent. This measure is the result of an order given by the plant leader within the scope of the powers which belong to him by virtue of the law concerning the organization of German labor (A.O. G.-Gesetz zur Ordnung der nationalen Arbeit) and the factory regulations. No offices outside the plant have anything to do with the affair.

The people belonging to the special detachment are under constant observation. For this purpose they are kept together in a camp of their own which is unfavorably situated as regards communications. An especially vigorous camp-leader has order to look after them and takes care that they are there regularly. They are taken

(page 1 of the original, cont'd.)

from the camp to their place of work in closed columns so that a regular amount of work is achieved. After being occupied for four weeks with the special detachment they come back to their old place of work. According to what the representatives from Leuna said this measure has always had a favorable effect on people's work performances.

Dr. Gajewski

(Stamp): sig. Dr. Schulze

TRANSLATION CERTIFICATE

I, Dorothy E. Plummer, USFET No. 482, hereby certify that I am thoroughly conversant with the English and the German language and that the above is a correct and true translation of document No. NI-14223.

DOROTHY E. PLUMMER
USFET NO. 482

- 2 -

E N D

Case 6
sys Dist
16

Exh. 4 1943

EXHIBIT 4
OFFICE OF THE ATTORNEY GENERAL
OFFICE OF THE ATTORNEY GENERAL
OFFICE OF THE ATTORNEY GENERAL

U.S. Carbonindustrie - G.
Bitterfeld

Dir. Dr. Dietrich
Bitterfeld, 26 June 1943.

Confidential

WORK MEETING

of the Security Officers within the Province of the State Police
Office in Elbe.

On 24 June 1943 there took place in Elbe in the house on the
Leipziger a work meeting of the politically policing security
officers (politisch-polizeilichen Abwehrbeauftragten) of
the security police within the province of the state police
office of Elbe. There were approximately 200 security officers
present. Of the I.W. plants in control working there were re-
presented:

| | |
|---------------|---|
| Wolfen-Elbe | by Dr. Klein, Riese |
| Wolfen-Elbe | by Dr. Virek |
| Teutschenthal | by Dr. Raubke |
| Louna | by Dr. Schneider, post. Vantel-Berthold |
| Schkeppen | by Dr. Schaubert |
| Bitterfeld | by Just |

The work meeting had a special character because the "Gaulster" and the "Gaulster" were present during almost the entire meeting and the following dinner, and took repeatedly an active part in the discussion. At the end of the meeting the "Gaulster" took the floor and made several brief statements.

2. "Regierungsrat" Kolitz: Work and tasks of the security officers of the security police.

In this lecture there was again expressed the desire for an even closer cooperation with the guiding office (Leitstelle) in Elbe. Furthermore it was expressed in this lecture that originators and spreaders of false rumors should be persecuted with special severity.

(Page 2 of the Original)

In order to combat attempts of foreigners to flee from their jobs (Arbeitsflucht) an educational camp for workers is said to have been erected in Spergau near Lüneburg, which has already shown visible results. There is a lack of guards. The larger industrial plants are therefore requested to send each a first guard for this camp. Requests for this will be made by circular letter.

(Signed)
Just.

NO. NI - 14276.
CONF'D.

Certificate of Translation.

I, EDWARD J. STLVINS, U.S. Civ. CO No. D 428172, hereby certify, that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. NI - 14276.

EDWARD J. STLVINS
U.S. CIVIL F
CO NO. 428172.

- 2 -

- E N D -

EX #1903

Secret State Police Office Halle (Saale)
Halle (Saale) 1 June 1943

STAMP: I.G.
Bitterfeld
Engineering Administration
15 June 1943
Ltr. No. 2.514c
Answer:

SECRET

WORK CONFERENCE

All the politically policing security officers (Abwehrbeauftragten) of
the Security Office

On Thursday, the 24th of June 1943, in Halle (Saale)
House on the Moritzburg
(Entrance Main Barway)

On the 24th of June 1943 a work conference has been arranged for the
security officers of the security police and their deputies within the
province of the State Police Halle. Participation is a duty of the
security officers. Refusals will be accepted only in specially explain-
ed and urgent exceptional cases.

After the end of the conference there will be a simple dinner in the
lower assembly hall of the house on the Moritzburg, which is meant to
give, at the same time, opportunity for a free exchange of experience.

I request to furnish ten gram fat coupons and 30 grams white
bread coupons.

This invitation is non-transferable. It is valid as a qualifying
identification for participants of the conference, and must be shown,
together with an identification, with photograph, at the entrance
check-point.

To:

Dir. Engr.
Wilhelm von der Bey
in I.G. Farben A.G.
South-North
in Bitterfeld

SEAL:
Secret State
Police
State Police Office
Halle (Saale)

KOLITZ
Major of the SS
and "Regierungsrat"

No. 118

Sequence of speeches see next page

(page 2 of original)

SEQUENCE OF SPEECHES OF THE WORK CONFERENCE

Start 1430 hours

1

Welcoming by the Chief of the State Police Office Halle.
Major of the SS and "Regierungsrat" Kolitz

2

The Inspector of the Security Police and of the Security Service (SP)
in the Military District IV
Lt. Col. of the SS, Colonel of the Police, Dr. Geschke
TASKS OF THE SECURITY POLICE

3

Major of the SS "Regierungsrat" Kolitz
ACTIVITY AND TASKS OF THE SECURITY OFFICERS OF THE SECURITY POLICE

INTERMISSION

4

Captain of the SS "Kriminalrat" Gold
UTILIZATION OF FOREIGN LABOR IN VIEW OF THE INSECURITY OF THE REICH

5

"Kriminalkommissar" Schumacher
SAVOTAGE AND ITS CONTROL

6

"Kriminalkommissar" Stehle
COMMUNISM, ITS PRESENT MANIFESTATIONS AND THEIR CONTROL

7

Lt. Colonel of the SS Bern
Security Office and Plant Protection Leader of Erbhag Zeitz
FORMATION AND TASKS OF THE PLANT PROTECTION SERVICE

8

Discussion

HONORING OF THE FUHRER

20 hours:

Dinner, afterwards social meeting (Kameradschaftsabend)

CERTIFICATE OF TRANSLATION

I, EDWARD J. STEVENS, AOC #428172, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document No. NL-14275.

EDWARD J. STEVENS,
U.S. Civilian,
AOC # 428172

Feb. 8 1984

RECEIVED FROM OFFICE OF THE ATTORNEY GENERAL
OFFICE OF THE ATTORNEY GENERAL FOR
CITIES

IS P R MINISTRY: JULY 28 1957 27

301-285

(at-9): I.G. Sitterfeld Berlin N 7 21 Jan 1941
 Engineer - Unter den Linden 78
 tion 22 Jan 1941
 rec. No. 1851
 new. (at-9)

(b) (5) DPP

SECRET

1. This is a State secret within the meaning of paragraph 98 of the Reich Law of 6-22-38.
2. To be forwarded only in envelope, to be used only as 'registered'.
3. To be stored at the responsibility of the recipient under lock.

To : Director von der Hey

Subject: meeting in Frankfurt/ Main on 6 May 1941,
Co-operation between Guehr I and I

By order of Director Dr. Schneider, Loups, we are sending in the enclosure the report of above national meeting which was discussed with the gentleman from the O.N. You are requested in accordance with the directives given in this protocol to give your complete attention to our co-operation in the performance of the important tasks of branch I. A.

I.C. INDUSTRIAL, CIVIL & MARINE PT
BUREAU

(stein turt.) : L. von der Höhe

(Page 8 of 21)

(Trans. notes: Unwritten
initials.)

20 Feb 1941

3.0757 1

1. This is a State secret within the meaning of paragraph 89 of the Reich Legal Gazette.
2. To be forwarded only in envelopes, to be mailed only as "Registered".
3. To be stored at the responsibility of the recipient under lock.

$$\frac{30 \text{ copies}}{72.5}$$

Minutes

of the meeting held in Frankfurt/Main on 2 July 1941
in regard to the co-operation between Admiral I. I. and I.S.

- I. Introduction of Dr. Schneider
- II. Report Major Fr. Bloch
- III. Report Dr. von der Leyde
- IV. Discussion.

After Dr. Schneider opened the meeting, Major Bloch in the name of Admiral Ganssle and Colonel Pickenbrock thanked IS for the valuable co-operation and support which she has shown so far in the field of foreign intelligence service in regard to questions of economy and war economy. Major Bloch referred also to the problems in this field which are important at present and in the near future. He requested the further support of IS in this direction. He mentioned work on the following countries as of primary importance: The British Empire, U.S.A., and USSR.

In his report, Dr. von der Leyde described in detail the way in which IS had co-operated so far and how on the basis of the experience gained in this connection the future work should be shaped systematically and expediently. He emphasized that the main purpose of the meeting consists in finding a rational and expedient execution of systematic co-operation for the long range. He stressed very especially now in wartime it is necessary to intensify a job like this which will be useful in the future and he underlined that the co-operation of IS - like the co-operation of German economy in General - may certainly not end with the end of the war, but that

(Page 3 of original)

quite on the contrary, especially after a successful war, it is necessary to win the entire war in economy systematically for co-operation in the field of foreign espionage in regard to questions of an economic (warrent economy) nature, and thereby to include it more systematically than was the case up to the present. In the future, one must generally say: No trip abroad, no stay abroad, no visit from abroad, no report from abroad, no exchange of news or experience with foreign countries except with the thought whether Abwehr I & II and its foreign branches are interested in it.

In regard to the actual execution of IG's co-operation, Dr. von der Felda discussed several measures concerning which the following was decided in the subsequent discussion:

1. - Trips abroad by Gentlemen from IG.

- a) It was shown that reports of trips abroad were up to now not always announced to the Abwehr agencies in time for them to state their orders or their wishes. In the future the Abwehr agents will undertake measures in order to inform the Abwehr agencies as early as possible of an intended trip. Together with this report the Abwehr agents will inform the Abwehr agency (?) whether the traveller concerned is suitable for missions in the field of foreign economic espionage.

b) Simultaneously with the report to the Abwehr Office the local Abwehr agents will in the future report trips abroad to the Bureau, Berlin, and will inform it if the Abwehr Office intends to give a mission to the man travelling abroad. This is to insure that, by means of a central I.G. office which will be informed about all trips abroad undertaken by I.G. personnel, the most suitable expert is always entrusted with the execution of the mission concerned. In this connection, the decision of a previous work-meeting is stressed once again, according to which problems of general and basic importance are directed by the OKW only to the Central Office of the I.G. (Bureau, Berlin) which in turn, will

(page 4 of original)

(strip)

SECRET

1. This is a state secret within the meaning of para. 88 of the Reich Legal Gazette.
2. To be forwarded only in envelope, to be mailed only as 'registered'.
3. To be stored at the responsibility of the recipient behind lock.

direct it towards the most suitable execution possible, within the intire domain of I.G.

c) On their part, the Abwehr Office will see to it in the future that reports handed over to them about travels abroad are forwarded to the proper Abwehr agency or Abwehr I in case the trip abroad is taking place into a territory outside their own jurisdiction.

d) The traveller returning from abroad is to report to the Abwehr Agent - if possible in the presence of a gentleman from the Abwehr Office. In order to secure accuracy this is generally to be done orally. Written reports are to be made only in special cases. In such cases, just as in the case of I.G. business travel reports, a copy is to be sent to the Bureau.

Berlin, for possible control use.

2. Visitors from abroad.

It was stated that up to the present not every suitable visitor from abroad was brought into contact with the Abwehr office. In the future, the Abwehr agents if possible without exception, will report or bring into contact, the German visitors from abroad with the Abwehr office. In the case of visits of foreigners, the Abwehr agent shall check, together with the Abwehr office, whether a question is in suitable form of the foreigner is desired.

3. Appointment of confidential agents abroad.

Request from Abwehr I Wi, to appoint as confidential agents gentlemen employed by I.G. who have their permanent residence abroad are only handled by the OLA together with the Buero I as the control office of I. . This has the purpose of insuring that a clear survey of all security personnel exists also in I.G. For reasons of secrecy no list of the names is to be made by the Buero I; instead, continuous personal contact between Buero I and Abwehr I Wi will take place.

4. Reports of foreign representatives.

In the future, the reports of representatives abroad which are continuously being sent to the Central Sales Offices are to be collected if possible without exception. The Security Officers (Abwehrbeauftragte) send the original text to the Buero I which will work on them so that they can be utilized by Abwehr I Wi. In this connection, the technical reports should not be forgotten which

(page 5 of original)

are received in the course of continuous exchange of experience with a foreign firm, as well as especially reports of our technical personnel regarding inspections or construction of technical installations abroad.

5.) Utilization of the material gathered in Germany proper.

In addition to economic and statistical material of the kind which until now was made available to the OWI by I.G. Berlin FM 7, in the future also special reports of the Spartan and Sales Companies as well as similar reports of individual sales departments are to be gathered for Wehr I 41. All reports and statements of this nature will be sent by the Security Officers (Sicherheitsbeauftragte) to the Bureau of Berlin where they will be perused like the reports mentioned above under 4.) for the utilization of Wehr I 41.

6.) Aid in the case of travels abroad.

At the request of Major Dr. Bloch I.G. will continue to aid members of Wehr I 41 or its foreign offices as far as possible in concealing travels abroad.

In his concluding statement, Dr. Schneider instructed Dr. von der Heyde to give these directives for the future work to the Security Officers (Sicherheitsbeauftragte) of IG on the basis of the decisions arrived at during this meeting. Major Dr. Bloch is going to instruct his associates along the same line.

CERTIFICATION.

I, John C. BOLL GO No. 1-444412, hereby certify, that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. NI - 14271.

JOHN C. BOLL
U.S. Civilian
GO No. 1-444412.

Case 6
Sp. Eng.
26

NO. 11075
SECRET
OFFICE OF THE ATTORNEY GENERAL
CRIMINAL

61 Copies
J. 9
23 December 1940
W.C./d.

EX #1905

(SECRET)

SECRET

1. This is - Strictly secret within the meaning of paragraph 86 of the Reichs-Gesetzgebungsgesetz.
2. To be forwarded only in envelope, to be sealed only in the presence of the recipient.
3. To be stored at the responsibility of the recipient under lock.

SECRET.

Meeting of the Security Officers of I.G. in Berlin on 28. November 1940.

1. After the welcoming Dr. Schneider gives an explanation of the new organization of the security police (Abwehr) which has been desired by the G. and intended by us. He explains meaning and purpose of this security organization and outlines the tasks of the chief security officer and his deputies in contrast to the unbroken functions of the local security officers. He emphasizes especially that the security officer receives instructions only from his security office (Abwehrstelle), and that the chief security police officers (Abwehr) are available for consultation, assistance and strengthening setting up of the security organization in I.G. Dr. Schneider emphasizes then the "close" connection of labor with close collaboration between I.G. plant protection control office, Lovasshausen, and the Berlin office of the chief security officers.

.....

(Page 4 of origin-1)

4. In view of the information that the chief of the security police and of the security service (SS) has appointed Dr. Schneider (political) security officer "for the entire enterprise", and Dr. von der Leyen similarly

(Page 5 of origin-1)

to his deputy, the latter lectures on tasks of the political security officer in contrast to and in connection with the military security (Abwehr). The political security officer must pay special attention to disturbances and employees (political or strike instigations, streetly propaganda, etc.), the catching of persons or organizations which are against the government (Staatsverrat). The main weight of these security measures lies in the preventive activity of the security officer, such as early recognition of un-social and unlawful conditions or happenings among the employees, which might be used by all anti-state elements (former or present enemies of the government of all political shades, persons who are suspect because of their character or criminal record) in causing of disturbances, instigations, and acts of treason and sabotage.

(Page 6 of original)

4. Starting with question of v. -sider regarding permission to train foreign labor in the plants for the same organizations abroad, the question of employing foreign labor in war plants is discussed in detail. Dr. Schmidt then asks the best remedy in:
- a) training as extensively as possible large to draft I.S. workers and employees;
 - b) if that is impossible, it is better to employ prisoners of war than civilian foreigners;
 - c) if despite that it becomes necessary to employ civil I.S. foreigners in the war plants economy, their supervision and if possible

(Page 7 of original)

also checking in their own towns should be considerably increased. Dr. Schneider recommends that Dr. Schmidt should point out again and again the danger in employing foreigners in the war plants economy to the officials of the Labor Ministry as well as to the Stapo. Von der Leyen will discuss the question which has already been once discussed with the St. and with it and with the Stapo.

-
6. Following the report on the work of the political security officers it is ascertained that only about half of the security of these present days is expressed disappointment re security officers. The reason obviously is that the agreement between GKF and the Reich security office (Reichssicherheitsamt) regarding the appointment of security officers has been made only in 1937, while some security officers have been discharging their functions for a longer period. Von der Leyen will determine generally at the Reich security office whether this surmise is correct.

Dr. Schneider ends the session by thanking those present, and the statement that such conferences of the security officers of I.S. shall take place about every half year.

(Signed)
Von der Leyen.

Certificate of translation.

I, EDWARD J. STAVES, U.S. Civilian No. D 428172, hereby certify, that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. 11 - 11075.

EDWARD J. STAVES
U.S. Civilian
No. D 428172.

case 6
rep. Dist.
8

Vol. # 1946

TRANSLATION OF EXCERPTS OF DOC. NO. 14274
OFFICE OF U.S. JUDGE OF COURSE
FOR WAR CRIMES.

I.G. FARBEINDUSTRIE AKTIENGESELLSCHAFT, FRANKFURT/MAIN AG.
Sales Combine Chemicals

Copy

Management Department
Chemicals

Frankfurt/M., 7 November 1938.
O./No

MINUTES

of the discussion with Chemische Fabrik v. Heyden
A.G., Dresden, on 4/5 November 1938 in Frankfurt/M.

4 Nov. 38: Begin: 10.35 hours / End: 17.30 hours

present: Strubberg Chem. Fabr. v. Heyden
Dr. Bachmann A.G. f. Stickstoff-
Chemie (partly)

Dr. v. Schnitzler } partly
Kaeffliger }
v. Reider }
Flothe } partly I.G.
Schneider }
Schaefer }
Dr. Weiss }
Galliger }

6 Nov. 38: Begin: 12.00 hours / End: 12.30 hours

present: Strubberg
Kaeffliger
Schneider
Galliger

(page 3 of original)

Nitrogen of lime.

The nitrogen of lime capacity of Falkenberg amounts
to 7-8,000 tons of N. yearly. There were sold 3,000
tons of N., out of them 1,200 tons of N. in the
Sudetengau.

TRANSLATION OF EXCERPTS OF DOC. III- 14274
CONF'D.

The nitrogen syndicate has already negotiated with Czech agencies concerning deliveries to the remainder of Czechoslovakia. They stated, however, that they wanted to become independent in the field of nitrogen of lime by erecting a plant of their own.

.....

It must be the goal of the nitrogen of lime industry

(page 4 of original)

to prevent these production plans; Dr. Bachmann will take appropriate steps with the Wirtschaftsguppe (Economic Group).

It is agreed upon that the Aussig Falkenberg G.m.b.H. sells nitrogen of lime in Germany through the Syndicate.

.....

(page 10 of original)

.....

(typed): signed Ohliger

Distribution:

Dr. v. Schnitzler
Dir. v. Heider,
Strubberg
Dr. Bachmann (excerpts)
Department head in charge (excerpts).

CERTIFICATE OF TRANSLATION.

I, ELVIRA RAPHAEL, AGO S 397072, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of excerpts of Document No. III - 14274

13 February 1948

ELVIRA RAPHAEL
S 397072.

(E M D)

Case VI

sup. dir.

TRANSLATION OF DOCUMENT NO. VI-1411
OFFICE OF U.S. CHIEF OF COUNSEL
FOR WAR CRIMES.

Copy.

EXL #1907

The Military Commander in France
Administrative Staff
Economic Department.

Paris, 13 February 194

Economy II / G 1 (Chem.)

To the Reich Ministry of Economy
Chemistry Department
Attention: Ministerialdirigent Dr. Molort

Berlin W 8

Eckernstrasse 45.

Re: Chemical Industry in France.

At a conference which took place on 8 February in the Economic Department of the Military Commander with leaders of the I.G. Farbenindustrie, new suggestions were made by I.G. Farbenindustrie for the transfer of both the direct and indirect requirements of the armed forces to plants belonging to Francolor. These suggestions were based on the fact that in the big, highly mechanized German I.G. plants where syntheses of benzine or buna are produced and where for reasons important to the war economy only German workers can be employed, there is a disturbing lack of such specialized workers. On the other hand, it is natural that a certain number of especially reliable German workers should remain in the less mechanized plants which at the present moment are chiefly filled with foreign workers.

The I.G. Farbenindustrie then examined Francolor plants to see whether it would be possible to develop other manufactures there of products which were important for the war but which did not have to be kept special secret. It was found that from the point of view of the labor question and of the means available in the way of apparatus there is every possibility of making a transfer of production from Germany to France.

The discussion of 8 February, however, showed that there is a series of obstacles to hold up the plan of I.G. Farbenindustrie: for example, general measures are under way to remove a

(page 2 of original)

still greater number of workers from France for employment in Germany, and those Francolor workers who are free at the time will be included amongst them

TRANSLATION OF DOCUMENT NO. NI-1411
CONT'D.

In addition, there are difficulties in procuring the necessary raw materials, although some of them, for example, urea, could be delivered by I.G. Farbenindustrie from Germany. For the procuring of benzene and - or naphthalene derivatives, formaldehyde etc. the possibilities must be examined for an increase of production in the departments which would come under consideration, viz. the Nord and the Pas-de-Calais. This question will be the subject of suggestions made by I.G. Farbenindustrie to the Military Commander in Belgium and Northern France, who is competent for the above-mentioned regions.

The chief obstacle to the execution of the plan lies in the guaranteeing of the requisite quantities of coal, which according to prudent estimation would amount to an additional 8,000 tons per month. It is out of the question that this quantity should be derived from the amounts allocated to French economy which are already totally insufficient.

The suggestions of I.G. Farbenindustrie concern the following products chiefly:

a) For the direct needs of the armed forces:

| | | | | |
|-----------------------|-----|------|-----|-------|
| Controlite | 14 | tons | per | month |
| Diphenylamine | 34 | " | " | " |
| Nitronaphthalene | 100 | " | " | " |
| Dinitrochlorobenzene | 200 | " | " | " |
| Pentaerythrit M | 50 | " | " | " |
| Hexaethylenetetramine | 100 | " | " | " |

b) For the indirect needs of the armed forces:

| | | | | |
|-----------------------|----------|------|-----|-------|
| Eurit glue | 500 | tons | per | month |
| Alkyd resins | 50 - 100 | " | " | " |
| Phenol resins | 110 | " | " | " |
| Monochlor acetic acid | 25 | " | " | " |
| Pigment green | 10 - 20 | " | " | " |

(page 3 of original)

| | | | | |
|---------------------------|----|---|---|---|
| Phenyl-beta-naphthylamine | 70 | " | " | " |
| Vulcanization accelerator | 25 | " | " | " |
| Kamalit | 50 | " | " | " |
| Phenol | 50 | " | " | " |

As far as the direct needs of the armed forces are concerned the I.G. Farbenindustrie is following a suggestion made by General Leeb of the artillery, in the Army Ordnance Office. The I.G. Farbenindustrie hopes that with the aid of the Army Ordnance Office it will be able to fulfil the prerequisites with regard to coal in order to carry out its suggestions.

TRANSLATION OF DOCUMENT NO. NI-14119
CONT'D.

Excitation as to the employment of workmen in plants of the Francolor group where the men have either nothing or not enough to do, thereby preventing their employment in Germany, can be overcome by the consideration that French workmen are being released from I.G. plants.

The question of the guaranteeing of chemical raw materials is still the object of discussions at the moment between the special department for chemistry and the local representatives of I.G. Farbenindustrie. When various details have been clarified direct contact will be established if necessary with the special department for chemistry in Brussels.

Copies are attached for the information of the Head of the Army Ordnance Office and the Reich Office for Chemistry.

For the Military Commander
Chief of the Administrative Staff

By order:

signed Dr. Michel.

CERTIFICATE OF TRANSLATION

I, DOROTHY E. PLUMMER, USFET 492, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document No. NI -

4 February 1948

DOROTHY E. PLUMMER
USFET 492.

(E N D)

Case 6
sup. 8

TRANSLATION OF DOCUMENT NO. 71-14069
OFFICE OF U.S. CHIEF OF COUNSEL
FOR WAR CRIMES.

Exh #1908

DR. OTTO KEROB
Member of Vorstand
of I.G. Farbenindustrie A.-G.

Ludwigshafen a/Rh.,
18 April 1942 St.
Telephonat: 6498.

High Command of the Armed Forces
Attention: Colonel Becht

(Stamp):

Secret No. 210

Berlin W 52
Kurfürstenstrasse.

1. This is a state secret according to Art. 98 of the Reich Penal Code.
2. To be transmitted only under seal, and if sent by mail as "Registered".
3. To be kept on the responsibility of the recipient and under lock and key.

Dear Colonel,

On Saturday 11 April, after a meeting at the Reich Office for Economic Expansion (Reichsamt fuer Wirtschaftsausbau) with Oberregierungsrat Becht Dr. Kurock, I had the opportunity also to discuss the question of the transfer of I.G. manufactures to Francolor. By way of introduction I pointed out that the suggestion for these transfers was made through the competent ministries a year ago and that the affair has recently become especially urgent because of the well-known difficulties as regards the employment of labor. The number of foreigners from every conceivable country whom we have to employ in plants and on the erection of machinery at the present moment, is so high that with the shortage of regular personnel it requires a special effort on the part of the German workman to control them. The further recruitments which are to come will only aggravate the situation.

We achieved the best cooperation, especially in the technical plants, with the French civilian workers. Unfortunately, in the last few weeks the latter have shown a tendency to want to return to France, which is to be attributed to the effects of the new food-rations and the assimilation of their wages to the German tariffs. For French civilian workers the attraction of coming to Germany is on the wane. At home the workman lives with his family, and in France especially he has numerous possibilities for procuring food supplies from relatives in the country. Consequently it is an immense, difficult task for our officials who are in charge of the employment of labor to recruit these workers who are so important for us and to keep them.

(page 2 of original)

However convincingly these reflections speak in favor of a transfer to Francolor, we nevertheless realize how seriously we must estimate the great difficulties with regard to coal-supplies in the occupied territory.

TRANSLATION OF DOCUMENT FI - 14089
CONT'D.

We hear that a plan is under consideration to deliver to the Francolor plants all the coal which theoretically is set free in our own plants by the transfer of manufactures. We are quite prepared to fall in with this idea. But it is necessary to point out that the increase of war production in all our plants brings with it bigger requirements of coal.

In this connection we will refer only to the example of the Ludwigshafen factory which is particularly interested in a transfer of manufactures involving a greater intensity of work on account of the buna-production which is to start there as well this year. Special endeavors must be made here to guarantee the greater requirements which are to be expected as regards coal for the production of power and coke for the production of carbide, so that the buna-plant and the other armanent plants attached to it are able to hold out in the coming winter. In previous planning we had hoped, for example, that when we set the buna-manufacture going we should be able to close down our first ethylene oxide plant. The new armanent programs, however, enjoin us not only to keep these manufactures going in addition to the new plants, but also to expand them even on a basis which is independent of alcohol. These new orders imply a further increase of our coal requirements. In spite of everything, in our negotiations for the distribution of coal, we are endeavoring to give consideration as far as possible to your idea of an attribution of certain quantities of coal to Francolor.

In order to alleviate our manufacture as rapidly as possible and in response to the direct and indirect needs of armanent we have cut down our original production program and reduced coal requirements to the amount of 2,000 tons. In order to utilize the coal to the fullest we have entrusted the factories of Villers and St. Denis above all with these tasks. In addition to the plain raw materials for the production of powder and for stabilizers we have also listed manufactures which are of decisive importance, for example, for the rubber supply and lacquer sector and consequently for all three branches of the Wehrmacht.

(page 3 of original)

In accordance with the above we are forwarding you a table of productions as planned for the coming period - Summer program 1942.

On the occasion of the technical discussions which took place in the last few days in Paris we were able to obtain confirmation of our opinion as to the appropriateness of the transfer. As regards apparatus the Francolor production centres we have mentioned are well suited to start these manufactures. The majority of the workers who have been trained for years in these industries live in the neighbourhood of the factories and have records to their credit which, owing to the comparatively favorable standard of living, are comparable to those of our own skilled workers.

TRANSLATION OF DOCUMENT No. 1-14386
CONF'D.

We are therefore firmly convinced that a transfer of all productions which involve a special intensity of work should be carried out as rapidly and effectively as possible.

I would request your support, Sir, in our endeavors, so that there may be a simultaneous and large-scale release of our own German labor for plants on the fuel, bomb and powder program which are of decisive military importance.

Heil Hitler !

I remain,
Yours obediently,

(Stamped signature): Dr. O. Abbess.

| | | |
|---------------------|--------------------|----------------------------|
| Ministerialdirigent | Dr. Mulert | Reich Ministry of Economy |
| Colonel | Letis | at present High Command of |
| | | Armed Forces |
| Major | Schultz, | Military Commander France |
| Lt. | Dr. Ledebur | U 4355 |
| Director | Dr. Ter Meer | Frankfurt a/Main |
| Director | Dr. von Schnitzler | |
| Director | Dr. Wenk | Levertusen |
| | Dr. Krenner | Paris |
| | Dr. Roell | Ludwigshafen. |

Enclosure.

TRANSLATION OF DOCUMENT NO. SI-14089
Cont'd.

(page 4 of original)

Summer Program 1942.

| | Product in tons | | | |
|---|----------------------|-----------|--------------------------|------------------------------------|
| | Villiers St. Paul | St. Denis | Classel (Handwritten) | St. Clair Coal St. Denis in ton |
| Monochloro acetylalene | - | 125 | - | 100 |
| " | - | - | - | 125 |
| Dichloroacetylene | - | 34 | - | 205 |
| Centrolit | - | 20 | - | 200 |
| Phenyl-Seyn- nonylamine | - | 76 | - | 230 |
| Accelerator G and D | - | 25 | - | 130 |
| Kearit | 300 | - | - | 300 |
| Monochloroacetic acid | 25 | - | - | 33 |
| For aldehyde | 400 | - | - | 400 |
| Alkydols | 100 | - | - | 14 |
| Dinitrochlorobenzene for chemical in Welfen- | - | - | 120 | 80 |
| | | | | 232 |
| | | | Total | 1 934 |

(Handwritten remark)
In June 1942.

CERTIFICATE OF TRANSLATION.

I, DOROTHY E. PLUMMER, USFET 482, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document No. SI - 14089.

9 February 1943

DOROTHY E. PLUMMER
USFET 482.

(E N D)

1. Care
2. Sp.
3. 16

TRANSLATION OF DOCUMENT NO. 11- 14118
OFFICE OF U.S. CHIEF OF COUNSEL
FOR WAR CRIMES.

EA #1909

The Commissioner (In handwriting): Herr Dr. Astor
appointed by the Wehrmacht
for Gas, Fire and Explosives 17 March 1942.
in France.
Agency attached to
Economic Armament Staff in France.

(In handwriting):
Photocopy To: Herr
Gr. I Lo/vW 88c von Seinitzer
Wank
Rechl
ZM-Lu-
Fils France.

Re: Use of Franco-German plants for direct and
indirect needs of the Armed Forces.

To the High Command of the Armed Forces
Office of Economic Armament/Re
Attention: Colonel Becht

B e r l i n .

Through the recent increase in drafting for the forces,
the German chemical industry is losing above all that
part of its personnel which guaranteed the safe operation
of the chemical plants with the growing proportion of
female labor and the increase in the employment of
foreign workers.

Whereas in the case of purely manual production this
thinning-out process can be still further increased,
in the chemical industry and above all in the industry
of synthetic resins, intermediate products and dyestuffs,
it is possible only to a limited extent, as the worker
who is to be employed there must, in addition to his
specialized knowledge, also be well acquainted with
the different apparatus and chemical processes.

The I.G. Farbenindustrie A.G. is now acting in accordance
with a proposal of the Army Ordnance Office in suggest-
ing that those specialized workers who are left should be
employed in places where the manufacturing process is
most highly mechanized, namely, in the big raw material
industries such as those which produce syntheses of
nitrogen-, benzene- and lubricating-oil, in the manu-
facture of bone, in the light metal and rayon staple
industries, and in other inorganic and organic raw
material industries, and in moving that all these
productions should be transferred to France which, in
contrast to the factories mentioned above, require more
manual labor.

It is a fortunate circumstance that the French organic
chemical industry as it is now amalgamated in Franco-German,
is extraordinarily well set-up in the field of artificial
resins, intermediate products and dyestuffs, and that

TRANSLATION OF DOCUMENT NO. 14118
CONT'D.

the French workman is capable of turning out work of quality in this sector.

(page 2 of original)

Whichever up to now in the field of the chemical industry too, orders streamed to France without any control whatsoever and with no system or central steering, a production plan is now to be drawn up for the plants belonging to Francolor, and this will embrace both direct and indirect orders which are important for the conduct of the war, and by utilizing all the intermediate and auxiliary products will guarantee the maximum use of power and raw materials within the different plants.

Plans are made for the following monthly production which is to be carried out at once as soon as the plants have been guaranteed their power supplies:

1. Orders given by the Army Ordnance Office (86 orders)

| | | | |
|------------------------------|---------------------------|----------|---------------------------------------|
| (Handwritten marginal signs) | D x Mononitro naphthalene | 250 tons | (handwritten): 135/126 |
| | D x Diphenylamine | 34 tons | |
| | D x Zentralit | 14 tons | |
| | ? Dianisol | 200 tons | |
| | x Hexamethylentetramine | 100 tons | |
| | - Pentaerythrit | 50 tons | (handwritten): in St. Clair du Rhone. |
| | - Dinitrotoluol | 40 tons | |

2. Orders given by I.G. Farbenindustrie (indirect orders for the armed forces)

| | | | |
|------------------------------|--------------------------------|---------------|--------------------------|
| (Handwritten marginal signs) | D x Phenyl-beta-naphthylamine | 50 tons | (for Buna) |
| | D x Vulcanization accelerators | | |
| | D x " " " | for B 15 tons | " |
| | x Kaurit glue | 500 tons | (for ply-wood) |
| | - Phenolic resin | 110 tons | (for varnish for trucks) |
| | x Alkydals | 100 tons | " |
| | x Monochloroacetic acid | 25 tons | |

3. French Orders (indirect orders for armaments)

| | |
|---------------------------|-----------|
| Dye-stuffs for camouflage | |
| paints | 48 tons |
| Dye-stuffs for textiles | |
| and leather for the armed | |
| forces | 22.5 tons |
| Textile auxiliaries | 100 tons. |

(In handwriting):

? 120 Dinitrodichlorobenzene f. Anisol? ... (illegible word).

TRANSLATION OF DOCUMENT NO. T-14113
CONT'D.

(page 3 of original)

In addition to the products mentioned above a further series of chemical products is to be delivered, such as Carbasol which is intended for German agriculture, and anthracene, phthalic acid and phenol which are intended for the German chemical industry, but which, if they can be produced from auxiliary products without any great consumption of power, are also to be made available to the French market.

The dyestuff production of Francolor will be subjected to a severe check. The manufacture of sulfur dyestuffs, foodstuff dyes, nigrosines and indulines will be stopped altogether and that of azo dyestuffs and indigo will be greatly reduced. The above-mentioned dyestuff requirements for the purposes of the armed forces will in all probability increase still more as considerable orders have already been given in France for textiles:

| | |
|----------------------------------|--------------------|
| Field gray | 4 million meters |
| Airforce gray | 1/2 " " |
| Linon drill | 1 " " |
| Knitted wear | 2,5 " kg |
| Stockings | 20 000 kg |
| Dyeing of French cloth navy blue | 1/2 million meters |

also, amongst other things,

Dyestuff requirements for wool 2 1/2 % weight of material
for rayon staple 10-12 % weight of material.

The carrying-out of this program depends entirely on the guaranteeing of raw materials and power supplies.

1. Francolor will procure the materials for the French home-market, and in compensation France will receive supplies of uran, for example, from I.G. Farbenindustrie A.G. In this way it will be possible to save considerable quantities of valuable raw materials in Germany, which have not yet been used for the armament economy in France, and in return there will be shipments of heavy chemicals from Germany based on these raw materials of which Germany has ample supplies, and which above all demand a minimum expenditure of labor. In this way the entire personnel of the Francolor plants, which amounts to 3500 employees and workers, will be engaged in manufacturing for Germany.

(page 4 of original)

2. The only difficulty which to prevent the realization of this program is the present tension in the coal situation.

TRANSLATION OF DOCUMENT NO. 14118
CONT'D.

The plants Oissel and Villers-St. Paul which now belong to Francolor were controlled hitherto by the Military Commander Economy II G Special Department Chemistry, whilst since October 1941 the plant St. Denis has been a definite armament factory and has been taken care of by Armament Inspection A.

Coal allocations up to now may be listed as follows:

| | <u>December 1941</u> | <u>February 1942</u> | |
|------------------|----------------------|----------------------|-----------------------------------|
| Oissel | 2 100 tons | 1 600 tons) | Military |
| Villers-St. Paul | 2 300 tons | 2 080 tons) | Commander |
| St. Denis | 460 tons | 420 tons | Armament Inspection Office. |

Of the allocations in February Oissel received only 495 tons, Villers only 1415 tons, whilst St. Denis as a result of only partial delivery in December received 720 tons. Therefore manufacture in St. Denis could be carried out according to schedule, whilst Oissel was closed down completely for 6 weeks and Villers-St. Paul for 3 weeks.

The closing-down of chemical plants as a consequence of interruptions in coal deliveries or inadequacy of supplies leads to considerable losses of electrical power and raw materials. On examination of the figures for the consumption of power it can be seen that in the past months through repeated closing-down and re-starting, between half and two thirds of the coal allocated to the plants was burned without any economic profit. If from now on the production of the Francolor plants is to be directed according to schedule it is essential to insist that the plants be guaranteed their supplies of coal and power as far as possible.

In order to lay the foundations therefore, a check was made together with the technical experts of I.G. Farbenindustrie and Francolor to ascertain the consumption of coal and power in each production, and it was found that in order to guarantee the execution of such a comprehensive program of manufacture it would be necessary to increase the previous coal allocation of 4,000 tons (February 1942) by an additional 4,000 tons.

(In handwriting) : 2000 tons.

(page 5 of original)

As experiences have shown hitherto, an actual monthly delivery of 8,000 tons of coal can only be relied upon if the Francolor plants are supervised by an Armament agency.

The Army Ordnance Office has therefore sent a telegram dated 4 March 1942 (Enclosure) to the Commissioner appointed by the Wehrmacht for Gunpowder and Explosives in France, in order to inform the Chief of the Economic Armament Staff

TRANSLATION OF DOCUMENT NO. MI-14118
CONF'D.

that it is necessary for all these Francoeur plants which are not as yet looked after by Armament agencies to be declared as Armament plants, and if necessary to be transferred to the competent Armament Inspection, Department Army, to be utilized in a responsible way.

Conferences are taking place at the present time in connection with the discussion of similar problems between the Chief of the Economic Armament Staff and the Head of the Economic Department of the Military Commander in France. In the course of these discussions a decision is to be expected as to whether the Military Commander in France is prepared to declare the Francoeur plants as armament plants.

As in the meantime, a rapid decision is desirable in view of the difficult labor situation in the Reich, I request the High Command of the Armed Forces, Economic Armament Office, to pronounce an opinion on the Francoeur program, and if necessary to proceed to a rapid settlement of the purely formal treatment of this question of control.

(signed): Rotis.

(Handwritten): (typed):
without Enclosure.

(Handwritten):
Certified
(signed): Ederle
Reich employee.

CERTIFICATE OF TRANSLATION

I, DOROTHY E. PLUMMER, USFET 432, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document No. MI -

4 February 1946.

DOROTHY E. PLUMMER
USFET 432.

(E F D)

Case 6
up 2
fish.

TRANSLATION OF DOCUMENT NO. NI- 14245
OFFICE OF U.S. CHIEF OF COUNSEL
FOR WAR CRIMES.

EXL #1910

I.G. FARBENINDUSTRIE AKTIENGESELLSCHAFT LUDWIGSHAFEN A.RH.

Group Intermediates

Copy: Direktor Dr. Ambros
" Dr. Wenk
" Dr. Hoyer.

To the High Command of the Armed Forces
Attention: Oberregierungsrat Baurat Dr. Mureck,

B e r l i n W 35

Tiergartenstr. 72-76.

File 74 Economic Armament Office/Re III
No. 4269/42 g

8 May 1942.

TK/FC/Dr. Roel./S.

Francolor Program.

Dear Dr. Mureck,

We acknowledge receipt of your letter of the 5th instant to Direktor Dr. Ambros concerning the coal allocation which has now been fixed for the work program of the Francolor plants. The manufacturing program which has been drawn up in accordance with our suggestions to Major General Becht will in consequence be started without delay. We also ascertained from your letter that there is increased interest in France in additional phenol production and we note that your opinion is correct when you estimate the efficiency of the phenol plant in Oissel at a monthly capacity of 700 tons. We will consult with Francolor without delay and find out up to what point the plant in Oissel is ready for operation, also under what conditions manufacture can be taken up again. Primarily it is necessary to clarify in what way the raw materials which are needed can be procured - e.g. benzene, sulfuric acid and caustic soda solution.

We hope to be able to submit these particulars to you as soon as possible.

Heil Hitler !

I.G. FARBENINDUSTRIE AKTIENGESELLSCHAFT
(typed):
signed Ambros signed p.p. Roell

TRANSLATION OF DOCUMENT NO. NI- 14245
OFFICE OF U.S. CHIEF OF COUNSEL
FOR WAR CRIMES.

Summer Program 1942
=====

| | Product in tons | | | |
|---|----------------------|-----------|--------|-----------------|
| | Villers- St.-Paul | St. Denis | Oiesel | Coal in tons |
| Mononitro naphthalene | - | 125 | - | 100 |
| Mononitro naphthalene | - | - | 125 | 100 |
| Diphenylamine | - | 34 | - | 203 |
| Centralit | - | 20 | - | 200 |
| Phenyl-beta- naphthylamine | - | 75 | - | 250 |
| Accelerator G and D | - | 25 | - | 120 |
| Kaurit glue | 300 | - | - | 300 |
| Monochloroacetic acid | 25 | - | - | 33 |
| Formaldehyde | 400 | - | - | 400 |
| Alkydals | 100 | - | - | 14 |
| Dinitrochlorbenzene for Dianisol in Wolfen | - | - | 200 | 232 |
| | | | | Total: 1964 |

CERTIFICATE OF TRANSLATION.

I, DOROTHY E. PLUMMER, USFET 482, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document No. NI - 14245.

16 February 1948

DOROTHY E. PLUMMER
USFET 482.

(E N D)
- 2 -

Case 6
sep. 6
Jg

TRANSLATION OF DOCUMENT NO. NI-14091
OFFICE OF U.S. CHIEF OF COUNSEL
FOR WAR CRIMES.

(In handwriting): Francolor-File.

Exh #1911

TK/FC/Dr.R/S.

Ludwigshafen/Rhein, 18 December 1942.

Conference in Paris on 11 December 1942
on the subject of the Manufacturing Program
for Francolor.

Present: Director Louis Frossard, Francolor

Direktor Dr. Ambros, Ludwigshafen
Dr. Ulrich, Ludwigshafen
Dr. Roell, Ludwigshafen
Dr. Kirberg, Uerdingen (intermittently)
Dr. Kramer, Paris.

The letter sent us by the Military Commander for France on 2 December 1942 led us to proceed, in conjunction with Monsieur Frossard, to an examination of the manufacturing program of the Francolor plants at the present time with respect to the coal allocation guaranteed by the Military Commander, and to ascertain to what extent the coal which is allocated primarily for armament purposes is actually put to the proper use. As, in the month of October, the statement for Francolor-sales showed an increase in the dyestuffs-section whilst there was a decrease in the manufactures listed under "produits divers" and destined for the direct and indirect needs of the armed forces, Dr. Ambros thought it right to proceed to a check of all the manufactures so that at any time he could answer to the military authorities for the use the coal was put to.

The following were the quantities of coal which were allocated and/or actually assigned to Francolor by the Military Commander for the months of December and January for the plants of Villers-St. Paul, Oisiel and St. Denis which have been incorporated in the armament plan:

| | December 1942 | January 1943 | February 1943 |
|-----------|---------------|----------------------------|---------------|
| Villers | 3 000 tons | 2 160 tons | |
| | | + 800 tons sludge(?) / 50% | |
| PSU | 200 tons | 200 tons | |
| | 3 200 tons | 2 660 tons | |
| Oisiel | 1 650 tons | 1 100 tons | " " |
| | | + 400 tons | perhaps less |
| | | 1 300 tons | " none at all |
| St. Denis | 1 130 tons | 1 370 tons | less |
| | | 30 tons | |
| | | 1 400 tons | |
| | 5 980 tons | 5 350 tons | |
| | = = = = = | = = = = = | |

(page 2 of original)

On the basis of these coal-allocation plans we drew up a program of its manufactures for the Military Commander as in Enclosure I. This was then checked by us. In consideration of the fact that the most important thing was to keep to the armament production suggested in the letter written by Dr. Adreus on 15 April 1942 to Colonel Becht in the High Command of the Armed Forces, we on our side drew up a new plan for production as in Enclosure II, in order to accommodate these wishes. This plan of manufacture is drawn up for the departments

- A (direct needs of the armed forces)
- B (indirect needs of the armed forces)
- C (civilian sector)

Special characteristics for each product are given in the form of marginal comments.

The following is to be noted with respect to each plant:

1) Villers-St. Paul.

Owing to the way in which its steam-producing plant is set up Villers is obliged to produce additional steam over and beyond the requisite amount for armament production, since the production of direct current for electrolysis is necessarily coupled with the production of steam (see note in Enclosure 1). As regards monochlorobenzene (for dinitrochlorobenzene in Olesel) the armament program was not fulfilled; instead of 70 tons of monochlorobenzene per month only 45 tons were produced per month, and the chlorine which was left was used for monochloroacetic acid (35 tons) and a small quantity for other chlorinated products, such as chloride of benzoic acid and antimony trichloride. These manufactures, including monochloroacetic acid, are to be set aside in favor of chlorobenzene, so that the program can be carried out in its entirety. In addition to this, instead of 300 tons only 200 tons of Aurit glue were manufactured. In order to increase this production, the manufacture of Polloas is to be reduced to a small fraction (5 tons), which will make it possible to increase the production of Aurit glue by at least 70-75 tons. It is probable that in view of the shortage of linseed oil it will be possible to continue the lacquer program only on a limited scale. After the armament program has been fulfilled the coal which still remains over can be used for the dyestuffs and textile auxiliaries program which is planned, as these products serve the indirect needs of the armed forces. A certain quantity of steam will always be available, however, for the manufacture of dyestuffs in the civilian sector in view of the connection between the production of electrical current and steam.

(page 3 of original)

2) Oissel.

The armament program in Oissel has not been fulfilled. Only 91 tons of dinitrochlorobenzene were manufactured instead of 120 tons according to plan. This is due to the fact that not enough monochlorobenzene has been made available by Villers. From January on the production is again to be increased to 120 tons by an increase of the chlorobenzene manufacture in Villers. Phenol will continue to be manufactured in Oissel only for French home requirements, (a maximum of 100-150 tons per month), and in future there is to be no transfer of orders to Germany. The 1300 tons of coal allocated for January is sufficient if what is assigned is used to carry out the armament program, for which 1000 kilograms of coal suffice. The remainder can be utilized for indirect armament requirements (camouflage dyes). The allocations for February are likely to become smaller so that it will apparently be necessary to check the manufacturing program then. For the rest Oissel explains its small allocation of coal by the fact that the big central plant in the new factory is no longer working. In our opinion Oissel can be given a fresh boost merely by taking up the manufacture of the product 2317 W.

3) St. Denis.

St. Denis has fulfilled its armament program completely. The January allocation of 1400 tons of coal leaves approximately 200 tons free for the civilian program. It is true that bigger demands are being made. In February the civilian program will possibly have to be cut down.

In summing up it can be said that in the coming period the Francoeur plants will only be able to keep going, practically speaking, through the armament program; the coal allocations will in all probability be reduced in the next two or three months, so that it will only be possible to turn over increasingly smaller quantities of coal to the civilian sector. It must also be reckoned that the plants will probably operate for shorter periods. From 20 December until 3 January they will be shut down in accordance with a decree issued by the French Ministry of Production and applicable to the whole of France.

signed Dr. R o o l l .

Management Department Dyestuffs,
Ludwigshafen.

Enclosures I and II.

- 4 -
TRANSLATION OF DOCUMENT NO. MI-14091
CONT'D.

CERTIFICATE OF TRANSLATION

I, DOROTHY E. PLUMMER, USFET 482, hereby certify that
I am thoroughly conversant with the English and German
languages and that the above is a true and correct
translation of Document No. MI - 14091.

13 February 1948

DOROTHY E. PLUMMER
USFET 482.

(E N D)

Ludwigshafen, 11 December 1942/0

Enclosure II

Manufacturing Program Francochlor

| A. Direct Needs of Armed Forces | | | | | |
|---------------------------------|----------|-----------|---------------|-----------|-----------|
| Product | Plant | Plant | Manufacturing | | |
| | | | XII/42 | I/43 | II/43 |
| Mononitro naphthalene | 1) 240 t | St. Denis | 100/120 t | 100/120 t | 100/120 t |
| | | St. Clair | 100 t | 100 t | 100 t |
| | | Oiseul | | 100 t | 100 t |
| Diphenylamine | 34 t | St. Denis | 25 t | 25 t | 25/30 t |
| Centrallit | 2) 20 t | St. Denis | 25 t | 25/30 t | 25/30 t |
| Dinitrochlorbenzene | 3) 200 t | | 85 t | 120 t | 120 t |
| | | Oiseul | 70 t | 120 t | 120 t |
| | | St. Clair | | | |
| Monochloracetic acid (Wifo) | 25 t | Villers | 20 t | | |

- Remarks:
- 1) There is a lack of drums, nitric acid!
 - 2) Expansion so far no sufficient monochloramine is delivered by Roux and Bertrand, Argenteuil (direct process from aniline and alcohol catalytically).
 - 3) The scheduled figures were never reached in Oiseul on account of the chlorine capacity of Villers (4 tons per day) being connected with chlor-acetic acid. In Villers 60 tons of chlorine per month are available, which gives 70 tons per month of monochlorobenzene = 120 tons of dinitrochlorobenzene, which can be produced in Oiseul from January on. On the other hand no more chlor-acetic acid. In St. Clair no chlorobenzene on account of a shortage of power for electrolysis in Brignoud.

(page 2 of original)

Manufacturing Program France

| B. Indirect needs of Armed Forces | | | | | | |
|-----------------------------------|-------------|-----------|-------------|-------|-------|---------|
| Product | Plant | Plant | Manufacture | | | |
| | | | XII/42 | I/43 | II/43 | III/43 |
| Phenyl-beta-naphthylamine | 75 t | St. Denis | 75 t | 75 t | 75 t | 75 t |
| Accelerator D | 10 t | St. Denis | 10 t | 10 t | 10 t | 10 t |
| Accelerator G | 15 t | St. Denis | 15 t | 15 t | 15 t | 15 t |
| Phenol 1) | | Oissel | 100/150 t | 100 t | 100 t | 100 t |
| Product 2317 W 2) | 60 000 Jato | Oissel | - | - | - | Anlauf? |
| Alkydal In 3) | 70 t | Villiers | 40 t | 20 t | 20 t | ? |
| (Navy lacquer program) | | | | | | |
| Kaurit glue 4) | 300 t | Villiers | 100/150 t | 200 t | 200 t | 200 t |
| Pellogas 5) | | Villiers | 25-30 t | 5 t | 5 t | 5 t |
| Formaldehyde 6) (M&S) | 400 t | Villiers | 250 t | 250 t | 250 t | 250 t |

- 1) Phenol: In future Oissel is to manufacture only for French needs (for bakelite and lacquer resins on a phenol basis). Transfer to Germany is not to take place.
- 2) Product 2317 W: Calculations for dinitrochlorobenzene:
200 tons from Oissel) Total 700 tons = 5000 tons p. month
350 tons from St. Clair) = 60 000 tons per year
150 tons from St. Fons) of the finished product.
- 3) In all probability it will be impossible to carry out the navy lacquer program because of the lack of linseed oil. It is doubtful whether the production planned for January and February can be reached.
- 4) The program could never be fulfilled because of the lack of formaldehyde (methanol). Lately, stoppage of urea supplies from Germany.
- 5) Pellogas reduced in favor of Kaurit.
- 6) Allocation of methanol only 125 tons per month - coal consumption too high on account of the February system.

(page 2 of original)

Manufacturing Program Francolor

| B. Indirect needs of Armed Forces | | | | | | |
|-----------------------------------|-------------|-----------|-------------|-------|-------|---------|
| Product | Plan | Plant | Manufacture | | | |
| | | | XII/42 | I/43 | II/43 | III/43 |
| Phenyl-beta-naphthylamine | 75 t | St. Denis | 75 t | 75 t | 75 t | 75 t |
| Accelerator D | 10 t | St. Denis | 10 t | 10 t | 10 t | 10 t |
| Accelerator G | 15 t | St. Denis | 15 t | 15 t | 15 t | 15 t |
| Phenol 1) | | Oissel | 100/150 t | 100 t | 100 t | 100 t |
| Product 2317 W 2) | 80 000 Jato | Oissel | - | - | - | Anicarb |
| Alkydal Tn 3) | 70 t | Villiers | 40 t | 20 t | 20 t | ? |
| (Navy lacquer program) | | | | | | |
| Kaurit glue 4) | 300 t | Villiers | 100/150 t | 200 t | 200 t | 200 t |
| Pollopne 5) | | Villiers | 25-30 t | 5 t | 6 t | 5 t |
| Formaldehyde 6) (40% 16) | 400 t | Villiers | 250 t | 250 t | 250 t | 250 t |

- 1) Phenol: In future Oissel is to manufacture only for French needs (for bakelite and lacquer resins on a phenol basis). Transfer to Germany is not to take place.
- 2) Product 2317 W: Calculations for dinitrochlorobenzene:
 200 tons from Oissel) Total 700 tons = 5000 tons p. month
 350 tons from St. Clair) = 60 000 tons per year
 150 tons from St. Fons) of the finished product.
- 3) In all probability it will be impossible to carry out the navy lacquer program because of the lack of linseed oil. It is doubtful whether the production planned for January and February can be reached.
- 4) The program could never be fulfilled because of the lack of formaldehyde (methanol). Lately, stoppage of urea supplies from Germany.
- 5) Pollopne reduced in favor of Kaurit.
- 6) Allocation of methanol only 125 tons per month - coal consumption too high on account of the February system.

- 3 -
TRANSLATION OF DOCUMENT NO. NI-14272
CONT'D.

(page 3 of original)

| B. Direct needs of Armed Forces - Textile Auxiliaries Manufacture according to Kolri-Schieber Plan. | | | | | | | |
|---|-------|---------|-------------|-------|-------|--------|---|
| Product | Plan | Plant | Manufacture | | | | |
| | | | XII/42 | I/43 | II/43 | III/43 | |
| Stearine SG 1) | 8,3 t | Villers | - | 15 t | 15 t | 15 t | ? |
| Spooling oil HES | 6,8 t | " | 27 t | - | 10 t | - | ? |
| Fatty Alcohols 2) | 16 t | " | 3 t | 2,2 t | 2,2 t | 2,2 t | ? |
| Sulphonates 3) | 6,3 t | " | - | 6,3 t | 6,3 t | 6,3 t | ? |
| Special brightening 4) | 50 t | " | 50 t | 50 t | 50 t | 50 t | ? |
| Rumalt | 20 t | " | - | - | 20 t | 20 t | ? |
| Brécolane (Pâte) 4) | 50 t | " | - | 50 t | 50 t | 50 t | ? |

- 1) It is difficult to obtain stearine for SG in France, possibly 15 tons of stearine will have to be procured from Germany in compensation for olein.
- 2) Francolor produces for its own consumption of Cyclanor OA only 2,2 tons per month of cetyl alcohol from olein; but for the needs of the Boehme-Fettecholic per quarter 17,6 tons of stanol (30% ethyl alcohol, 40% stearyl alcohol) as well as 9,3 tons of Ozanol (at the present time 50).
- 3) In all probability the Boehme-Fettecholic will not have a plant for the manufacture of alcohol sulphonates before January, so that Francolor will supply sulphonates for Boehme.
- 4) The production of 50 tons per month of Brécolane paste depends on the higher alcohols of the methanol manufacture being made available.

(page 4 of original)

B. Indirect needs of Armed Forces -
Camouflage dyes etc.

| Product | Plant |
|------------------|-----------------------|
| Auramine | Villars and St. Denis |
| Metaylene blue | " " " |
| Naphtalene green | " " " |
| Formyl violet | " " " |
| Rhodamine | " " " |
| Half-wool-dyes | Clasol |
| Chrome dyes | " |

C. Civilian Sector

| | Plant | XII/42 | I/43 | II/43 | III/43 |
|--|---|--------|------|-------|--------|
| a) Lacquer PROTECTOR Manufacture of alkydals 1) | | | | | |
| Duracol NEW | Villars | 40 t | 20 t | 20 t | 20 t |
| " NHL | | | | | |
| Resin and 2) | | | | | |
| Phenol | " | 50 t | 75 t | 60 t | ? |
| (Albertal Type) | | | | | |
| New resins | " | - | - | 50 t | |
| b) Training Materials (Synthetic) | | | | | |
| Products: N_2CO | (Condensation products from naphtalene sulfonic acid with formaldehyde) | | | | |
| N_2CO | (neutral) | | | | |
| NCR | similarly with chrome complex | | | | |
| NPP | Diphenylolpropane condensed with naphtalene sulfonic acid | | | | |
| NCH | 50% NPP and 50% N_2CO | | | | |

Remarks see other side.

TRANSLATION OF DOCUMENT NO. NI-14272
CONT'D.

(page 5 of original)

- 1) From linseed from Marseille stocks (Stockage).
- 2) Resin and phenol condensed under acid conditions, alcohol soluble as extender for nitrocellulose.
- 3) New resin on basis of decarboxylated resin condensed with pentaerythritol and phenol also in emulsion. Also resin on basis of maleic acid + decarboxylated resin, spirit soluble; in addition bakelite experiments, phenol and formaldehyde and hexamethylenetetramine and fillers (paper) in polypas apparatus.

CERTIFICATE OF TRANSLATION.

I, DOROTHY E. PLUMMER, USFET 482, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document No. NI - 14272.

20 February 1948

DOROTHY E. PLUMMER
USFET 482.

(E N D)

Case 6
sup. dist.
lg

TRANSLATION OF DOCUMENT FOIA-14595
OFFICE OF U.S. CHIEF OF COUNSEL
FOR WAR CLAIMS.

High Command of the Armed Forces
Files 74 Economic Armament Office/No III
No. 4289/42 g

Exh #1913

(In reply please quote
above reference, the
date and brief summary
of contents).

Berlin W 35, 8 May 1942.
Tirpitzufer 72-76
Telephone: Local 21 81 31
Long Distance 21 80 31

(In handwriting): Dir. Dr. ter Meer v. Schmitzler
" Dr. Neak Walzel
" Dr. Roell Dr. Krosner

S e c r e t .

To Dr. A. A. B. r. o. s. s.,
Member of the Vorstand of
I.G. Farbenindustrie A.G.,

L u d w i g s h a f e n / R h .

Ref.: 1) Your letter of 16 April 1942
2) My letter of 24 April 1942.

Re: Francoeur-program.

At the negotiations which took place last week
with respect to coal supplies for France the following
provisions were made for deliveries to the Francoeur
plants:

will

The plant in St. Denis will receive an additional
305 tons of coal per month through the medium of
Armament Inspectorate A, and the plants Villers
St. Paul and Oisiel receive a supplement of 760 and
320 tons of coal per month respectively through the
Military Commander. This distribution has been
effected as a result of proposals made by the official
agencies set up in France. The total quantity, however,
corresponds to your request and it is therefore
assumed that your program in its reduced form can
now be carried out. It is true that there may be
minor delays in the allocation of coal between the
plants mentioned.

In addition it is noted that phenol requirements
for the enlarged fuse-program in Germany can no longer
be covered, and there is, therefore, considerable
interest in the starting of a production of synthetic
phenol in France. As far as is known, the plant in
Oisiel alone could supply some 700 tons of phenol
per month. Should you be in a position to further the progress
of this affair through Francoeur, we would request
suggestions accordingly. The Military Economic Staff
(Wirtschaftsstab) and the Armament Staff

TRANSLATION OF DOCUMENT NO. NI-14090
CONT'D.

(Racetungsabtrieb) in France have also been approached
for their opinion.

THE CHIEF OF THE HIGH COMMAND OF THE
ARMED FORCES.

By order:

(signed) Murock.

(Initials): von Meer.

CERTIFICATE OF TRANSLATION

I, DOROTHY E. PLUMMER, USFET 482, hereby certify that I am
thoroughly conversant with the English and German
languages and that the above is a true and correct
translation of Document No. NI-14090.

9 February 1948

DOROTHY E. PLUMMER
USFET 482.

(E N D)

Case 6
up. 1/2
1/2

TRANSLATION OF DOCUMENT NO. NI-14240
OFFICE OF U.S. CHIEF OF COUNSEL
FOR WAR CRIMES.

(Handwritten Remarks by Dr. Ambros)

Villere must
(behave as)
armament plant

June coal 2200 - (1400 for other coal plants
800 ...?... is not
sufficient)

July 1400

Kaurit glue 300 tons per month capacity
at the present time only 120 but
formaldehyde is lacking

Pellogas and moulding powder and 50-100
1:1 tons per month
(with filler 1/1)

Renises Glycero phthalic acid
Glyptals 60 - 100
Phenol Resin 90-100

Butylphenol for Villere

Chlorbenzene 70 tons - Diesel
Monochloroacetic acid 25 tons - missing
Phthalic acid at the present time
60-75 tons per month
Pentaerythritol L 16 - later 50 tons p. month
present-day requirements 20-30
tons per month.

No more items must be made.

Formaldehyde at the present time 15 tons 30%
and 1242 and 20 tons per day
... 30-36 tons per day - 900/1000

(page 2 of original)

Dye stuffs { Rhodamine / Eosine / Fuchsin
 { Auramine
Camouflage { Eosylone blue
 { Brilliant green
 { Malachite green
 { Wool green)
 { Acid blue - half wool)
 { Forayl violet)
 { Naphthalene green)
 { Victoria blue - ...

TRANSLATION OF DOCUMENT NO. NI-14240
CONT'D.

Nigrosine - St. Denis/Villiers
Induline

Hydrosulfite

Indigo - vat ... Holindon dyes
(Indigo)(one word illegible)

Vat dyes Z'blue RS and derivatives
NRP
R - CBS

SS orders (Euyanthron dyes - derivatives - navy blue
(Brilliant green - violet
(Olive R
(Gold orange 3 S
(Brown R/BR
(Yellow G -
Indigosol no longer made!
Celliton - "Acetochinone"-
Pigments - Lutetia dyes
TAL - products.

(page 3 of original)

St. Denis - Victoria blue for camouflage
1800 - 1800 Methyl violet
of which Nigrosine - Induline
military 226 2200 Azo
Rubber dyes

no intermediates

except Nitrobenzene aniline (structural
formulas)
alpha naphthylene

Mono-diacyl)
Dimethyl)(illegible word)

Centralit
Mononitronaphthalene
Phenyl beta / Phenyl alpha

Accelerator

CERTIFICATE OF TRANSLATION.

I, DOROTHY E. PLUMMER, USFET 482, hereby certify that I am
thoroughly conversant with the English and German languages
and that the above is a true and correct translation of
Document No. NI-14240.

20 February-1948

DOROTHY E. PLUMMER
USFET 482.

(E N D)

Case 6
up fish
96

TRANSLATION OF DOCUMENT NO. 11-14692
OFFICE OF U.S. CHIEF OF COUNSEL
FOR WAR CRIMES.

EX 11 # 1915

I.G. FARBENINDUSTRIE AKTIENGESELLSCHAFT LUDWIGSHAFEN A/RH.

To Dir. Dr. ter Meer, Frankfurt a/M.
" " v. Schnitzler,
" " Ambros, Ludwigshafen
" " Wenk, Leverkusen
" " Locher, Frankfurt a/M.
" " Kramer, Paris
Management Department Dyestuffs
Frankfurt a/M.

To the firm
Société Anonyme Franco-Allemande
Monsieur le Directeur Louis Frossard
9, Avenue George V
Paris VIII^e

TK/FC/Dr. R/C 6 January 1943
Group Intermediates.

Manufacturing Program.

Dear Monsieur Frossard,

With reference to the manufacturing program which was sent us for the month of November 1942 we should like to make the following comments:

1) Villiers factory.

Even taking into consideration the fact that the plant has only been running for 11 days, its production has been very low. As regards the consumption of coal you show a total steam production of 10,031 tons of high pressure steam with an efficiency of approximately 8, which may be called good. As regards consumption for manufactures you indicate a consumption of 5,720 tons of medium-and low-pressure steam, leaving, therefore, a different of 4,311 tons which was evidently used for the production of electrical current. It would interest us to know how this production of current is distributed, above all as regards the production of direct current for chlorine electrolysis. This brings us to production itself, which for chlorine is put down as 41,833 kilograms. If you have only manufactured 12,690 kilograms of monochlorobenzene and 17,397 kilograms of monochloroacetic acid, for which we assume you had a total chlorine consumption of approximately 25 tons, we fail to see where the 15-16 tons which are missing approximately, and which amount to 41,000 kilograms, can have been used. We regret that the production of monochlorobenzene was not greater, as this again had a direct and harmful effect on the production of dinitrochlorobenzene in Disgel. In this connection we should like to refer again to the manufacturing program according to which we are

TRANSLATION OF DOCUMENT NO. WE-14092
CONT'D.

obligated to process the maximum amount of chlorine into monochlorobenzene in Villers, in order to maintain the production of 120 tons of dinitrochlorobenzene in Oisiel.

As regards textile auxiliaries we should like to observe that the production of 9,588 kilograms of Cyclanor OA concentrated paste is sufficient for the immediate future, as according to the textile auxiliaries program for Franco

(page 2 of original)

approximately 6,3 tons per month have been earmarked for the Francoeur share. As, in the meantime, the Bochem-Fotchemie has decided on the raw materials (fatty alcohols) for their sulfonates, we assume that you will shortly manufacture the corresponding alcohols on the basis of the corresponding raw materials.

- 2) With respect to the Oisiel plant, we noticed that it only worked 18 days in the month of November. Here, too, there is a difference of 1772 tons between the steam consumed for manufactures and that produced in the boiler house. We presume that the difference was used for the production of electrical current. It would also interest us in this connection to know how much of the current produced in Oisiel was used in the plant itself, or whether some was distributed to the outer net. We are amazed that the boiler house has the low efficiency of only 6,8. Is this to be attributed to the use of inferior coal? As we remarked in the case of Villers, we are surprised at the extraordinarily low production of only 30,200 kilograms of dinitrochlorobenzene (the program provided for a production of 120 tons with the plant running at full capacity); if the working days had been properly used, and as long as Villers supplied sufficient monochlorobenzene the double of this production could have been reached at least, instead of what was actually achieved. We request you to devote particular attention to this production.
- 3) The plant St. Denis, with 25 working days, worked best of all, and above all, apart from a few exceptions, carried out the Wehrmacht program completely.
- 4) There is nothing further to note in the case of the plant St. Clair, which has gone on in an extraordinarily regular way for months.

As regards the number of personnel in the four plants, we were able to establish, with the help of the figures given us, that in comparison to the September maximum of a personnel of 3462 workers, in November a personnel of 3262 men is shown, which therefore means a reduction of 200 workers. This figure should correspond to the teams which have been sent to Germany.

With reference to the discussion which took place with you on 11 December about the future manufacturing program

TRANSLATION OF DOCUMENT NO. 11-14092
CONT'D.

we should like to forward you enclosed a list showing the agreements which were made. These figures naturally presuppose full production in the plants and also the corresponding coal-allocation. The quantities of coal allocated to you by the Military Commander for the carrying-out of the manufacturing plan for direct and indirect Wehrmacht needs were the following:

(page 3 of original)

| | <u>December 1942</u> | <u>January 1943</u> | <u>February 1943</u> |
|----------------------|----------------------|--------------------------|----------------------|
| <u>Villgers</u> | 3 000 tons | 2 150 tons | |
| <u>Armament/coal</u> | 200 tons | 500 tons sludge(?) / 50% | |
| | 3 200 tons | 2 650 tons | |
| <u>Glasel</u> | 1 650 tons | 1 100 tons | |
| | | + 400 tons | " perhaps less |
| | | 1 500 tons | perhaps none |
| | | | at all. |
| <u>St. Denis</u> | 1 130 tons | 1 370 tons | |
| | | 30 tons | |
| | | 1 400 tons | |
| | 5 980 tons | 5 350 tons | |
| | ===== | ===== | |

Whether the manufacturing program which was planned can be carried out will depend on whether the coal allocated to you was really assigned.

The production figures which are submitted to us each month give us no clear picture of the movement of products and we should therefore like to suggest to you that for the more important products, above all for those, for which a definite production program is planned as in Enclosure I and which belong essentially to the direct or indirect Wehrmacht sector, you use a form like the one we are sending you in Enclosure II as a suggestion. Naturally we would prefer to leave it to you to choose how you will draw it up. In addition to the figures for production and personnel as well as for unfilled orders the form could also include in the form of short comments those factors which have possibly led to a falling short of the scheduled production. In view of the responsibility we have taken on vis à vis the military agencies we consider ourselves obliged to solicit these details from you.

With greetings and the hope that you will agree with our proposals,

Yours faithfully,

I. G. FARBENINDUSTRIE AKTIENGESellschaft
(typed):

signed Ambros signed P. P. Roell

Enclosures.

(In handwriting): (You have already received Enclosure I).

TRANSLATION OF DOCUMENT NO. NI-14092
CONT'D.

(page 4 of original)

ENCLOSURE II

| Plant: | Month: |
|---|------------------------------|
| Product: | Program: tons per month |
| Balance of orders at the beginning of month which were delivered with the month | |
| Unfilled orders at the end of month | |
| Production delivered or processed | |
| Balance at end of month | |
| Remarks: | |

CERTIFICATE OF TRANSLATION.

I, DOROTHY E. PLUMMER, USFET 482, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document No. NI - 14092.

12 February 1948

DOROTHY E. PLUMMER
USFET 482.

(E N D)

(Page 1 of orig.)

2 copies
1st copy

TRANSLATION OF DOCUMENT EG 608
OFFICE OF US CHIEF OF COUNSEL

Chief of Arsenal

EXL#1916

General (Generallieutenant) STUB
Chief of the Arsenal and Procurement
Staff France of the Reich Minister
for Arsenal and War Production.

STUB (handwritten signature)

Compiler of the War Diary (KTB)

Sonderführer (2) Dr. Wuttke

u/ Dr. Wuttke

WAR DIARY

of the

Arsenal- and Procurement Staff France

of the Reich Minister for Arsenal and War Production

1 January - 31 March 1944

| | | |
|--|------|-----|
| Cover Sheet | Page | 1 |
| Changes in Personnel | " | 2 |
| Table of Organization | " | 3 |
| Presentation of the arsenal-economic development | " | 8 |
| Composition of notable arsenal-economic incidents in order of time | " | 16 |
| Situation report for January Secret No. Arsenal Procurement Staff France 3248/44g of 1 March 1944 | " | 216 |
| Situation report for February Secret No. Arsenal Procurement Staff France 3675/44g of 1 April 1944 | " | 220 |
| Situation report for March Secret No. Arsenal Procurement Staff France 4034/44g of 29 April 1944 | " | 223 |

(The 2nd copy will remain with the Arsenal Procurement Staff France.)

EC13(Stamp)

Official Group Agreement

Paris, 11 January 1944.

Weekly Report for the Period of 3 - 7 January 1944.

Labor commitments

1. Filling Station (Fuelanstalt) Salbris The difficulties at the firm Hermann Wuehle have not yet been overcome. Armament Command Orleans after renewed detailed investigation has demanded 900 workers from the French by the end of January and has been promised them. For the time being 290 Red-Spaniards, by the middle of the month 310 Frenchmen and by the end of the month an additional 300 Frenchmen are to be furnished. 144 Red-Spaniards have arrived in the meantime, they are being accepted on probation despite all misgivings because of the shortage in workers.
2. Age Group 19231 The reply to Minister Richelonne to his communication addressed to the Chief of the Armament Procurement Staff of 23 December 1943 has been completed after consultation with the Plenipotentiary-General of Labor (GSA) and Vastiko, Branch Agency Paris signed by the Plenipotentiary-General of Labor (GSA) and personally handed over to Inspector-General Brochard and the new specialist for the age-group 1923, Vernier. The French have agreed to now utilize the age-group 1923 through their agencies and in compliance with the program of the Armament Procurement Staff of 23 December 1943.
3. Priority War Plants (S-Betriebe) Since Gauleiter Sauckel will transfer additional French workers to the Reich in the year 1944 in accordance with the Fuehrer's decision, the circle of priority war plants (S-Betriebe) has been enlarged. The necessary directives have been issued to the Armament-Commanders.

Production Facilities

For a subdivided plant (Verlagerungswerk) of the firm Karl Zeiss, Jena, in the East all the machines of a series of smaller French factories were confiscated in agreement with the military commanders in France. 54 mostly complex polishing and other optical-special-machines

(Page 2
of orig.
cont'd)

are concerned, which are to be transported in this month.

The armament Commands in the area of Southern France have recently repeatedly reported stocks of machines with local merchants, whose use the WSt is trying to effect under consideration of the differently existing local conditions in Southern France.

Official Group Arrangement

0124 (Stamp)

Paris, 22 February 1944

Weekly Report for the Period of 14 - 19 February 1944

Labor commitment:

1. Filling-plant (Fuellanstalt) Salbris: During the week covered by the report 355 Indo-Chinese arrived. Their achievements are very satisfactory. Billeting and food are completely satisfactory according to the Leader of the Indo-Chinese.
2. Compulsory Labor for Age Group 19231: New statistics in the middle of the month did not show any changes in the status of conscriptions so that Minister Bichelonne was once more reminded to finally fulfil his promises by the military commander. It was likewise pointed out on direction of the Armament Procurement Staff that the percentage of those eligible for conscription used in production would have to be considerably increased.
3. Chief Committee (Hauptausschuss) Munitions: On 18 February a session of the Chief Committee (Hauptausschuss) Munitions took place at the H Wa A, Paris branch agency, under the direction of Colonel v. Buslow, in which the questions pertaining to the conscription of labor for the production of munitions was discussed in detail. The members of the Chief Committee (Hauptausschuss) had the opportunity of stating their required demands in workers and received instructions how through self-initiative of the factories the fulfillment of the requirements in workers can be carried out.

Production Facilities:

1. By request of the GL Liaison Agency Paris the confiscation of a Fluidin-plant at Painboeuf (Code name Plant Brike) was ordered. In order to prevent sabotage the firm will only be informed of the confiscation when the dismantling-column has arrived from Germany.
2. For the new programs of the chief committee powder and explosives the transfer of chemical-warfare-filling-plants (Kampfstoff-Fuellanlagen) and Steam-central-plants (Dampfmaschinen) from Poudrerie Nat. Angoulême and At. de Charente Lezanese was ordered. Dismantling will be carried out by WEK 9 in collaboration with a dismantling-detachment of the IG-Farben industry.

0125 (Stamp)

3. Negotiations were conducted with the special emissary France for transformers, Captain (Retired) Certified Engineer (Hptm.a.D.Dipl.Ing.) STEWART, about the transportation first of all of 13 transformers to the Reich. Consent of the Armament Procurement Staff could not as yet be issued as certification from the Reich Ministry for Armament and War Industry has not yet arrived. Considerably larger transports will follow.
4. The procurement of 19 additional tool machines for Messerschmitt A.-G., Regensburg has been negotiated with the Waffen-SS Procurement Agency (Waffen-SS-Auftragverlagerung) Paris and the Reges. Paris in addition to the already established program.
5. Waatiko Wiesbaden has decided that the transport of dredges from southern France for the procurement of ore at Luxembourg is to be carried out by means of confiscation.
6. Negotiations took place with representatives of the Kloeckner Concern about delivery and confiscation of a large gas-machine from the mining plant at Mandeville and single parts of this new machine, which are still stocked with SCHNEIDER-GERBLOT and Soc. Electrique, Chagny-sur-Seine. The machine is intended for the Knautlingen Plant, Westmark.
7. Part of the large freezing-plant at La Pallice and La Rochelle is of interest for the L.B. Powder and Explosives, Dr. LEHNERLE for use in the manufacture of smoke-screen chemicals at Loos (Dep.Nord). The whole plan was originally intended for Kloeckner. Because of the subdividing process negotiations were conducted with Kloeckner and L.B. Powder and Explosives. Final results are not yet on hand.
8. Requests for about 300 machines for the firms Renault, Billancourt, Junke Desau, Ford A.-G., Cologne and Reich Railway Gknot have arrived. 7 turning-lathes have already been procured for Renault after great difficulties were overcome, as high technical demands were made.

Transport and Traffic: FALSE REPORT (Fehlansage).

Armament: Branch.

Paris, 15 March 1944

Weekly report for the period March 6 - 12 March 1944

Direction of Labor:

- 1.) SCHNEIDER & COMPANY, Le Creusot: Conference with the delegate of the Reichsministry for Armament and War Production Dr. Ing. BOSSE and MVVCh Dr. REINHARDT, Military orders concerning improvements of the food situation at LE CREUSOT. The TODT organization will make suitable labor available on loan to organize improvement in factory-alimentation; Dr. REINHARDT will send a delegate to LE CREUSOT to investigate.
- 2.) Labor service 1923 Class: The reply to Minister MICHELONNE regarding the final distribution of the 12 000 workers of the 1923 class has been agreed in common with the Main Labor Office at the Military Commandant and with the Efficiency Expert.
- 3.) Care and Control of Social Relations in Special Industries: After preliminary questions had been clarified, Reichsaustatellenleiter KOSTER was appointed Special Deputy of the Reich Ministry for Armament and War Production for the care and control of social relations in all special industries. He will first appoint deputies to the most important armament commands who are to work in the place itself according to his instructions. For this purpose the German Labor Front is at his disposal and he is empowered to issue directives thereto.

Means of Production:

The removal of 3 caterpillar dredging machines from Southern France for the General Plenipotentiary for ore mining in LUXEMBOURG and LORRAINE has been effected and they have been transferred to the firm of SCHENKER.

On account of protests of Frenchmen and after conferences with technical experts at the Military Command the buildings of the firm of POLIST ET CHAUSSON at LA GRANDE PAROISSE were definitely adjudged to the firm of BERGMANN in accordance with the decision of MVVCh JEHLE. For the program Ms REGENSBURG 74 machine tools and 55 other means of production have been

transferred to the SS-order warehouse (Auftragsverlagerung) Paris Branch.
Difficulties of removal must be dealt with by this branch.

Drive for procurement of 20 mobile wood-gas generators to run saw frames for the Eastern supply has been concluded. For WV Berlin III the locomotive inventory is being continued. So far 46 locs could be put at the disposal of Eastern supply.

Transportation and traffic: False report.

Attendance/Jap: False report.

Raw material and fuel:

Coal: Due to difficult traffic conditions more and more plants are being forced to shut down (also most important factory like ~~INDUSTRIAL~~ - ~~MANTON~~, Charleville).

In the discussion regarding the distribution of coal for April a quota of 58 000 tons was assigned to mechanical industry. Distribution for sub-distribution took place. In order to execute the orders on hand a surplus amount of 105 000 tons is required. We refer to the notation of 9 March 44 made only on the first copy of the document.

Energy: Scarcity of coal and water supply have lead to measures limiting the supply of electricity. After discussions with WVON JEAL, Minister MICHELORE and the distributor for electricity, the RUE Edos have been informed by the enclosed circular of 10 March 1944. On the 11 and 12 it was added by telephone that the power sections with the commanders are empowered in individual cases to exempt certain plants with urgent manufacture being out off.

The coal supply of the Eit. Works in Paris amounted to 22000 tons (lowest amount since the occupation). Measures to be taken immediately. *

To the debit of other consumers about 6 trains at 1000 tons each should leave from the North daily. The present daily consumption of the Eit. Works will still not ^{be} equalized thereby.

Fuel and lubricants: Extra demands of the Rue Edos could be satisfied from the reserves. Negotiations were made with Rue Edo Mantee for supplying the dock yards; the final settlement has not yet been made.

Chemistry: The license agreement concerning production of plane lacquers has been signed; the last 30. has been given. there is no longer anything in way of carrying out the shifting of orders.

Building Materials: On account of transportation difficulties many of the vouchers remained unused. It is not certain whether the substitute allotment can be met.

Iron and Metals: The special quotas of 3000 for machinery steel is also intended to satisfy the steel requirements for underground construction. an additional 2000 tons for the next quarter have been announced.

Distribution:

Chief by way of chief of staff
Gr. Command
Draft

23 May 1946.

I, JAMES S. TIERNEY, Civ., X 04425, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of the original document 20- 50.

JAMES S. TIERNEY
Civ., X 04425

Case 6
up. Disk
6

TRANSLATION OF DOCUMENT No. WL-13563
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

Dr. RITTER
Dipl. Ing. SCHÖEN

(Trans. Note: stamp
handwritten note:
Foliant: Dr. Ritter)

Ex # 1917

Berlin NW 7, 7 January 1935
Unter den Linden 78

To: Director Dr. KRAUCH
Ludwigshafen/Rhine

I. G.

Subject: Synthetic glycerin.

At a discussion in the Army Ordnance Office the following
additional facts were decided upon:

A glycerin production process is needed urgently. However,
the process of sugar fermentation (Protol. Fermentol) is according
to the opinion of the Army Ordnance Office not eliminated. Only
Lipolysis is out of the question as regards the production. Normally,
the process is supposed to produce 1500 tons of glycerin per year,
in emergencies 10,000 tons per year. There seems to be no reason
why 80,000 tons of sugar should not be released for the production
in an emergency.

The discussion showed that Dr. Schoenemann from Ludwigshafen
had already spoken to the Army Ordnance Office about this problem
some time ago.

In Ludwigshafen work is being done on sugar fermentation
for the production of glycerin.

This question will be investigated and a report about the
status of the work will be made.

Attached please find a draft of a letter to Director Ter
Meer in Frankfurt.

(Trans. notes: Handwritten marginal notes:
this will be dealt with by Dr. Ringer
9 Jan 35 (initial) CM(?))

Copy to Dr. Ringer Oppau)

Signature: RITTER

Enclosure.

(page 2 of original)

DRAFT

Director Dr. KRAUCH

To: Director Dr. Ter Meer
Office of the Technical Committee
Frankfurt am Main

My Dear Dr. ter Meer:

I gratefully acknowledge receipt of your letter of 20 December 1935.

A more recent discussion with the authorities in Berlin showed that under certain circumstances there are no obstacles to a fermentation of sugar.

I thank you for your information that in Uerdingen work is only being done on glycerin substitute products while in Bochum experiments on synthesis are being undertaken. Should the latter experiments show special results, I would be grateful to hear from you at the appropriate time.

With best regards,
Yours

(page 3 of original)

(Trans. Note: stamp: handwritten note:
Volmer: Ritter/Elson.

Strictly confidential.

31 January 1935.

Subject: Glycerin.

(illegible initial)

Discussion with Dr. Ritter and Dr. Ringer on
31 January 1935.

The gentlemen wish to obtain information about the aim and program of the glycerin experiments in Ludwigshafen because in their conferences with the Government they are repeatedly asked about this. In a discussion on 7 January 1935, Major Becht informed them that the Reich Ministry of Economics was interested in a steady production of 1000-1500 tons of glycerin per year. This information was later on corrected to 800 tons of glycerin per year and 300 tons of Glycol per year, in emergency cases, or ten times the amount; while in Germany

The attitude of IG, as expressed in the letter to Min. Rat. Zahn of 18 January 1935, was explained and it was emphasized that in order to avoid misinterpretation it is absolutely essential that all inquiries addressed to IG are answered exclusively by Dr. Ambros who is responsible for the entire field of Glycerin as well as the substitutes for it.

Signed: Schottmann

Copy to: Dir. Dr. Kramich, Ludwigshafen
Dr. Ambros, Ludwigshafen
Dr. Ritter, Oppau
Dr. Ringer, Oppau

CERTIFICATE OF TRANSLATION

I, DOROTHEA L. GALEWICKI, ESO # 34079, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. NI-13563.

E S D

DOROTHEA L. GALEWICKI,
ESO # 34079.

Case 6
up Disk
10

EX #1918

CLASSIFICATION OF DOCUMENT No. NI-13521
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

IG FARBENINDUSTRIE AKTIENGESELLSCHAFT, LUDWIGSHAFEN/RHINE

Dr. G. AMBROS

To: Director Dr. ter Meer
IG Farbenindustrie AG

Frankfurt/Main

(transmission: handwritten;
to Dir. Dr. Kersch.

Stamp:
STRICTLY CONFIDENTIAL
Initials: B. E. illegible)

14 December 1936/Kr.

Dear Dr. ter Meer,

As I already told you verbally, we have at the request of the Raw Materials Office undertaken the job of drafting a manufacturing plan for the production of L and its preliminary products and of suggesting the measures which we consider to be necessary in the interests of the matter.

Our Dr. Wittwer, who is in charge of this, will be assigned to this special order for several weeks and will work out our plan in the Raw Materials Staff.

At the moment we are starting out from the fact that in the long run preparations cannot be carried out starting from the source of L, but rather by having L-plants (Werkstoffe) which are ready to start operating, particularly since it is not yet quite certain how long the finished product can be stored. For reasons of investment and consumption of raw materials we should therefore probably try to have the D-L process developed and a plant built for it.

During the next few days Dr. Wittwer will therefore collect all the data at the technical stage of the processes, will form an opinion on them and will then deal with the raw materials questions.

Acetylene will remain the basis; this will either become ethylene through spirit or we hope that it will be possible to hydrogenate this directly into acetylene according to the Ludwigshafen process. This method would save 2/3 of the amount of chlorine which is otherwise required for the oxol process.

CARBON COPY

(page 2 of original)

IG FARBENINDUSTRIE AKTIENGESELLSCHAFT, LUDWIGSHAFEN/Rhine

14 Dec 1936 2

The question of acetylene and power is at present of necessity being studied through the Lura projects.

We will then work out a development plan for L supplies in case of war on the basis of the technical criticism of the processes and raw materials supplies and after the locations have been decided will compile appropriate plans. We hope that we shall be able to have our technical staff, which built Arzenhof and which is just carrying out the Wulfen project, released for this purpose.

In our opinion the Arzenhof plant should start operating immediately, in addition to this installation of the emergency plants (Notfallanlagens), so that stocks of oxol can be established. We are at present studying the possibility of starting operations at

ones, with regard to supplies of alcohol and power, of plant management
and of supplies of chlorine and alcohol.

I presume that you will agree to those facilities as

reason

(translating handwritten) /

your / faithfully

(translating stops) signed Dr.
O. ...

copy to Dr. Wittwer

CARBON COPY

CERTIFICATE OF TRANSLATION

I, DOROTHEA L. GALEWILL, IDO #34079, hereby certify that I am
thoroughly conversant with the English and German languages and that
the above is a true and correct translation of Document No. NL-13621

DOROTHEA L. GALEWILL,
IDO #34079.

Case 6
Info
up to

TRANSLATION OF EXCERPTS FROM DOCUMENT
NO. HL-14071
OFFICE OF CHIEF OF COMBAT FOR WAR
CASES

Ext # 1919

Main Committee Powder and Explosives
with the Reich Minister for Armament and Munitions
Chief: Dr. Sarrasin

Berlin W9 Linkstrasse 25
Local Call: 219391
Long Distance: 219646
10 August 1943

REGISTERED MAIL

(Rubber Stamp)
SECRET!

1. This is to be kept secret according to Paragraph 88 of the Reich Law Gazette
2. Transmittal must be sealed, mail must be registered.
3. The recipient is responsible for safe-keeping under lock.

Director Dr. Ambros
I.G. Farbenindustrie A.G.
Ludwigshafen a. RH

Dear Dr. Ambros:

My main committee arranged a series of lectures on the 17th March instant in which reports were made on our efforts to increase production, our successes and on our further aims. Annexing herewith I permit myself to transmit to you the text of these lectures together with the charts and photos belonging to them. In view of the present times I am sure you will forgive the last completion of this volume.

With Heil Hitler. I remain

Yours truly,

(Signature: Illegible: Probably
SARRASIN)

(Page 2 of original)

Main Committee Powder and Explosives,
Reich Minister for Armament and Munitions

Series of Lectures
on the Work of the Main
Committee, Powder and Explosives

Meeting of 17 March 1943
in Berlin

Berlin 17 March 1943

SECRET!

(Page 3 of original)

Sequence of Lectures

- A. Introduction by the Chief of Main Committee, Powder and Explosives..... General Director Dr. Sarrasin, Berlin
- B. General Survey over the Activities of the Main Committee, Powder and Explosives..... General Director Dr. Sarrasin, Berlin
- C. General and Supplementary Statements..... Statist Dr. Schieber, Berlin
- D. The Nitrocellulose Production..... Dr. Walter. Treisdorf
- E. The Development of Nitrocellulose Powder..... Director Dr. Richter, Berlin
- F. The Production and Filling of Explosives..... Director Schindler, Treisdorf
- G. The Pressing of Explosives..... Dipl.-Ing. Bruns, Reisdorf
- H. The K-Substances..... Director Dr. Ambros, Ludwigshafen
- J. Final Statement..... General Director Dr. Sarrasin, Berlin

(Page 4 of original)

B. The Development of Nitrocellulose Powder

(Page 5 of original)

Also, the development charts of the individual factories look quite different from the nitrocellulose powder factories from which I showed you a typical example before. The following chart will show you what the development chart of a PCL-powder factory represents. You see here a steady increase of production, while the figure of employees also currently increases up to 1939-40, but on the other hand decreases gradually after that date. Furthermore, you can see from this picture the influx of foreigners into the staff starting from the beginning of 1941. At the end of 1942 already 63% of the factory is staffed by foreigners. Finally you see from the charts the gradual decrease of the personnel demand. While in 1938, 26 employees were necessary for the production of 10 tons of powder, at the end of 1942 the same production was achieved by 14 employees. In another factory the number of employees necessary for the production of 10 tons of powder decreased to 13.2 in July, 1942, and to 10 in February, 1943!

TRANSLATION OF EXCERPTS FROM DOCUMENT
NO. HL-14071
Cont'd

As I told you in my brief survey over the production of this powder, it was primarily produced with the use of nitroglycerine, a substance which is in no way available to the necessary extent in wartime. The glycol nitrate and the diglycol nitrate were found as being the most useful of the series of substances produced by I.G. synthetically. Because of its volatility at high temperatures and its thereby caused ballistic instability, glycol nitrate had to be abandoned. The larger test productions of pol-powder in the year of 1935 with the use of dinitro-diglycol showed the usability of this substance. The experiments took an extremely favorable course so that in 1937 the production of nitroglycerine powder was given up with the exception of a small part which was still being produced with solvents, and for the Army, Anti-aircraft units, and Navy, only nitrodiglycol powder (briefly diglycol powder) was being produced.

(Page 7 of original)

F. The Production and Filling of Explosives

It is my task to speak on the economy and increase of output at the production of explosives and at the processing of explosives, in particular the filling thereof.

The improvements and the progress which I shall discuss do not represent the work of the moment, they are based upon experiences of many years and upon constant creative work. As the demand increased, and as the experiences proved themselves, their transfer to many other plants was justified. It is a particular blessing of the powder and explosives industry that ever since 1926 there exists a far-reaching and friendly exchange of experience. With this I should like to anticipate my further statements.

The increase of output in the production of explosives has to take place in various fields.

At first it is important to get more out of the existing factories without having to construct new plants. The most important military explosive is trinitrotoluol. The following example will demonstrate how an increasing output can be derived from the existing plants: with the so-called Orange plan set up in 1939 shortly after the outbreak of the war, a tri-production of altogether 19,400 tons per month was intended, for which recourse was to be taken partly to existing plants, and partly new plants had to be constructed to a considerable extent. Some of the factories which were newly planned by the Orange plan were dropped, whereas others were added. Starting from the original figures of the Orange plan, these changes led to a capacity of 13,000 tons per month. In reality, however, the plants were able to reach 17,450 tons per month, which was laid down for them in 1942 in view of the raw material ceiling. Therefore, one could show an increase of output by 4,500 tons per month, corresponding to 35%.

But that is not all. Recently it has become clear that the monthly gain of toluol will allow an even larger tri-production within a short time, that is, 21,000 tons. This considerably larger amount can be produced in the same factories, which according to the old plan, should have yielded 13,000 tons per month, and 17,450 tons per month according to the new quota of last year. Accordingly, we can record an increase of output by 8,000 tons, corresponding to 60%. This is made possible by a number of chemical, technical, and organizational measures

EXPLANATION OF EXCERPTS FROM DOCUMENT
NO. 31-14771
Cont'd

of which, in particular, the dilution of sulphuric acid has to be emphasized.

It must be considered that the increase of a capacity by 5,000 tons would have demanded a financial expenditure of at least 80,000,000 ~~DM~~ even at the most primitive form of construction, and furthermore there would have been at the same time consumption of material and use of labor, accordingly, not to speak of the time questions involved. Starting from the now increased production of the factory, you will arrive at the mentioned 80,000,000 ~~DM~~. If, however, ~~as Table 1 shows~~ the said figures of the Organa plan, before the increased production, one will arrive at 130,000,000 ~~DM~~.

Moreover, with 21,000 tons per month the last word has not yet been spoken. It is now being investigated how further increases can be made possible with the most recent additions. That such increases are possible is now certain.

Arising from the increase of the production of the plant there are naturally favorable consequences with respect to the plant expenses, for instance, the amortization is decreased, and consumption of power and work hours also decrease automatically.

The preliminary products for tri-tolual are Mononitrotolual, nitric acid, and sulphuric acid. There now follows a graphical chart of the tri-production at the various factories in the first half of 1942, in addition to statements of a potential production increase of Tri, using the same amount of mono. As a standard of comparison the two factories with the highest output were used. We saw that the differences as compared to the highest output do not amount to more than a very few per cent but nevertheless, calculated on a yearly basis, this amounted to millions. Similar considerations also apply to other raw materials.

(Page 12 of original)

I am now coming back to the beginning of my lecture and let me repeat that the successes I reported constitute the result of consistent work lasting many years, whereby the initiative and participation of the Army Ordnance Office and the General Plenipotentiary for Special Questions for Chemical Production must not be forgotten.

(Page 13 of original)

3. The K Substances

A special committee "K" has been incorporated into the Main Committee for Powder and Explosives which deals with the following fields in three working committees:

1. Chemical warfare agents under the leadership of Dr. Ambrose, Ludwigshafen.
2. Smoke screen agents under the leadership of Dr. Wurster, Ludwigshafen.
3. Active carbons under the leadership of Dr. Elemen, Leverkusen.

TRANSLATION OF EXCERPTS FROM DOCUMENT
NO. SI-14072
Cont'd

A brief report on the tasks and results achieved by the special committee "EP" is made in accordance with a wish of the head of the Main Committee expressed during the meeting of the 17 March 1943.

It is to the merit of the Reich Office for Economic Expansion to have managed this development generously since the beginning of the Four Year Plan. As a result of this foresight the smoke acid production can now be increased at relatively great speed, although our supply of iron pyrite has decreased because of the lack of many valuable foreign pyrites. The fruits are now being harvested from the hard and creative work which converted calcium sulphate, German pyrites, so difficult to desert, and other metal ores into useful raw materials for wartime.

Finally let me shortly refer to the activity of that working committee which dealt with the actual chemical warfare agents. The necessity to maintain special secrecy in this field naturally prohibits a detailed description of the various problems.

(Page 14 of original)

Our Wehrmacht principally activated German chemistry for defensive purposes, for the protection against chemical warfare agents. When, however, it became clearly apparent where the military armament of our enemies led, the German chemistry on their part too had to prepare for active chemical warfare.

It is difficult to judge whether and to what extent the enemies have selected the four types of the world war, which are:

The pure skin poisons, like leas

Lung poisons, like phosgene or chlorphos

Substances for the irritation of the respiratory channels, like bromine

Nerve and blood poisons, like cyanide or chlorcyanide.

It would be unwise to underestimate the chemical potential of our enemies, the Russian's as well as the American's in particular. With natural resources and a highly developed aliphatic chemistry during the last years, especially in the United States, could become the basis for a considerable chemical warfare agent production. The German raw material basis is generally much scarcer. Nevertheless we have succeeded in the last years to develop processes which make an adjustment in that respect. Even more decisive, however, is the effort of German chemistry to oppose the possible raw material superiority of the enemy with the higher efficacy of our own inventions.

In this sense the representatives of economy and technical fields in the OKW and in the industry have merged in order to collaborate in the service of our Wehrmacht.

TRANSLATION OF EXCERPTS FROM DOCUMENT
NO. JL-14071
Cont'd -----

CERTIFICATE OF TRANSLATION

I, SIGMUND RAYLER, ETO NO. 34428, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Excerpts From Document No. JL-14071.

SIGMUND RAYLER
ETO NO. 34428

Folder 2

CASE 6
TRIBUNAL VI

PROSECUTION

Loose copies of Documents separate Distribution

Exh No's 1920 - 1989

ENGLISH



EXH #1920

(Handwritten): Back to office.

I.G. FAHRZEINDUSTRIE AKTIENGESSELLSCHAFT LUDWIGSHAFEN A.R.H.

Justizrat Wagner,
Legal Department Ludwigshafen.

ZW.Group 12 October 1936.
Dr.A/Pro.

Military confidential mail.

With reference to our conversation I forward enclosed
a diagram of the channels to be taken by mail.

I beg you to issue a short circular letter drawing the
attention of those persons in charge to the penal
aspect of their tasks, and to request them in writing
to make a written declaration that they are aware
of the confidential nature of their positions.

(stamped): signed Ambros.

(page 2 of original)

Military Confidential Mail.

Letters will be sent sealed to Dr. Ambros and
Dr. Steimig and/or Dr. Baelow.
From here the distribution will be made (Office ZW:
Group Schneider/Hein) to the persons in charge, who
have the following sworn assistants at their service--
other clerks are not to be used for this mail:

| | | | | | | | |
|-----------|---------|------------|--------------|----------------------|----------|------------|---------|
| Dr. Wulff | Bieden- | Dr. Ambros | Dr. Steimig | Dr. Wittwer | Dr. Ull- | Dr. | Dr. |
| (Herr | kopf | (Frl. | Dr. Baelow | Dr. Roser | rich | Ebert | Schöne- |
| Blicklen) | (Frl. | Propfe) | (Frl. Kress) | Dr. Denner | (Frl. | (Frl. mann | |
| | Nagel) | | | (Frl. Kress) Lehmann | Kress) | (Frl. | |
| | | | | | | Exp) | |

Registry and letter-
book in Ludwigshafen
399 with Herr
Blicklen and Frl.
Nagel.

Registry and letter-book
(Ludwigshafen 250).



TRANSLATION OF DOCUMENT NO. NI-14253
CONT'D.

(page 3 of original)

I.G.FARBENINDUSTRIE AKTIENGESELLSCHAFT LUDWIGSHAFEN A.RH.

12 October 1936.

Re: Military confidential mail.

In order to make the above channelling obligatory as it is indispensable for the maintenance of secrecy, I furthermore order all outgoing mail of the work department ZW Ludwigshafen, BS Schkopau, Buna II, Buna III, Ammendorf, Deges etc. to be given the following stamp:

Replies to be addressed to:

Dr. Ambros (or deputy)

I.G.Farbenindustrie A.G.Ludwigshafen/Rh.

All incoming letters which belong to this category of confidential mail will then be stamped (A) and in this way will be set apart for the above channelling to persons in charge and for special registry.

I ask for your support in seeing that the above discharge of mail is strictly adhered to.

CERTIFICATE OF TRANSLATION

I, DOROTHY E. PLUMMER, USFET 482, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document No. NI - 14253.

24 February 1946

DOROTHY E. PLUMMER
USFET 482.

(E N D)

case 6
sup. 1st
g

E+h. #1921

Interrogation of Dr. Otto Ambros
Interrogator Mr. Von Halle
16 April 1947 - 9:45 - 11:45
Court Reporter: Maria Frankmecht

(page 5 of original)

- Q. What gas production and/or what production of intermediates was carried out by Farben before 1933? and how far had such production progressed before 1933?
- A. Do you mean war gases? Let us define it immediately. War Gases?
- Q. War gases and
- A. Cyanide is an old process, that is no war gas.
- Q. War gases and intermediates which are later used for war gases. What war gases have you produced before 1933?
- A. None.
- Q. None at all?
- A. No.
- Q. In none of your old companies and in no company in which you later participated in any form whatsoever?
- A. No, I do not know of it.
- Q. What about Auer?
- A. They had nothing to do with this.

(page 6 of original)

- Q. In no way at all?
- A. No, Auer is a property of the Schlobo-metall.
- Q. What was your production of intermediates which you could use in your own country for fighting purposes or which you produced for gas deliveries abroad?
- A. There was none.
- Q. None at all?
- A. None before 1933. Polyglykol M which is also called Oxol was produced by us - I only went to Ludwigshafen in 1933 - about 1933 as printing auxiliary. There were five or ten tons per month from which Lost can be produced.
- Q. But Lost was in no way produced in Germany before 1933?
- A. No, and there was never any delivery abroad.
- Q. Did you know that there was a war gas production in Germany before 1933?

- A. No.
- Q. But your position was important enough before 1936 in order to be able to judge that?
- A. No, not yet.
- Q. But I do know that it was produced?
- A. In Germany?
- Q. Contrary to the Versailles Treaty.
- A. That I can not judge. (page 7 of original)
- Q. When for the first time did the question come up in Germany to produce intermediates for war gases or to produce war gases themselves?
- A. In 1936.
- Q. In connection with Professor Bosch?
- A. Or 1934. In 1934 or 1936 Bosch was supposedly asked whether Farben was in a position to undertake research in the field of war gases.
- Q. Did you know where and under what circumstances he was asked?
- A. No.
- Q. But by the OHE?
- A. By the OHE.
- Q. At that time Farben was already collaborating with the Army?
- A. That I can not say.
- Q. When did the war gases at Loune take place?
- A. That I don't know.
- Q. What are the war gases at Loune?
- A. I didn't know there were any.
- Q. Have you never heard of them?
- A. No.
- Q. When for the first time did you hear of any connection with the OHE?
- A. Around that time, 1934 or 1936.
- Q. How?
- A. We received an inquiry whether Ludwigshafen was producing.

(page 8 of original)

- Q. Producing what?
- A. Lost.
- Q. Were you already then asked that it should or whether it can?
- A. Whether it can.
- Q. From whom did the inquiry come?
- A. From the OER too, but now I don't remember exactly whether we were asked if Ludwigshafen could produce Lost or large amounts of the preliminary product Polyglycol M.
- Q. And who made this inquiry?
- A. The OER.
- Q. To whom was it directed, to you?
- A. That I can not say exactly. I don't know whether I was already so prominent at the time.
- Q. Through whom was the connection established by the OER and the individual I.G. plants?
- A. I am sure it was done directly in this case.
- Q. Then already in 1934 and 1935 you negotiated directly with the OER in the individual plants?
- A. In this case, I.
- Q. Without first having a central office? An office prior to Vermittlungstelle W., WIFO was perhaps something which would deal with such matters.
- A. No, that was handled directly because we were the Ethylen people.
- Q. Whom did you personally negotiate with the OER and what about?

(page 9 of original)

- A. I believe it was in 1936 at Ludwigshafen about Polyglycol M.
- Q. With whom?
- A. I believe it was Ministerialrat Zahn.
- Q. That is true. Were these already the first negotiations in the group of the Mob-plans?
- A. That has nothing to do with Mob-plans.
- Q. What did Zahn want from you?
- A. Whether we were producing Lost or Polyglycol, I am not sure which.
- Q. Who of Ludwigshafen was present?
- A. Probably the head at the time Dr. Steinig, and also probably the plant leader, Wittler.

Q That is correct.

A He wanted a plant, a production plant, and we rejected it.

Q Why?

A In the same way as the research was not carried out by Farben. No production was undertaken.

Q From whom did you get permission to reject that?

A Probably from the directorate at the time.

Q Are there no Vorstand meetings about that?

A That I can not say.

Q For what reason did you reject it?

A Basically, there must have been a directive from above to the effect that Farben was not working in the chemical warfare agent field.

(page 10 of original)

Q But, didn't you want to produce any war gases at the time? One already thought of war, or didn't one?

A The I.G. Farben basically did not produce any war gases. I.G. Farben is a large export firm.

Q But afterwards, I.G. Farben produced 90% of the war gas production of Germany?

A That is wrong, those are Struss figures.

Q We can only go by the Struss figures. Struss has given us those figures. As a matter of fact, I.G. had the largest production in Germany.

A No, the smallest. I already said that to your first interrogator.

Q Even for Meier said that I.G. had the largest production. He didn't say 90%.

A Just read my report.

Q Well, why was this inquiry rejected?

A Directive by I.G.: We don't produce any gases.

Q Do you know whether that was discussed in the Vorstand meetings?

A That I can not say.

Q Was the OKH satisfied with that?

A They must have been because we could not be forced in penicillin.

Q And how about the next step?

(page 11 of original)

- A. The next step is this: If you are not going to collaborate then at least you must place your experiences at the disposal of the Assenford plant.
- Q. But you said just now that I.G. could not be forced?
- A. To produce.
- Q. But one could not force them either to give up patents?
- A. Oh yes.
- Q. Here in the year 1934, no military conscription and there is no law by which a private firm could be forced?
- A. A German state can always do that at any time. It only had to pay.
- Q. Who said for the first time that I.G. must make these patents available. Did that happen in the same meeting with Eahn?
- A. Probably.
- Q. Give me one of the motives why Farben refused to produce war gases. Was it not discussed during a meeting with Farben people.
- A. In the Verstand?
- Q. In a meeting with I.G. technical men, with the sales organization.
- A. As far as I was concerned, in my capacity as Trade Plenipotentiary or even Prokurist, I had the following directive: Nothing will be produced at Ludwigshafen.
- Q. And you don't know the reason?

(page 12 of original)

- A. I can well imagine it. A world enterprise simply does not do that.
- Q. A world enterprise - that was the reason?
- A. It think there was a certain rejecting attitude on our part. After all, we hadn't done any research.
- Q. Similar research was subsequently carried out by Farben on many occasions. Tobun comes from Farben, Sarin comes from Farben.
- A. That doesn't entirely come from I.G. Farben.
- Q. Mind Lost comes from Farben and afterwards we had a big quarrel with the Army as to who had produced it.
- A. You mean Nitro Lost and we had a quarrel about that?
- Q. Yes, considerable correspondence about the subject.
- A. I do know that it was produced for the first time in our Laboratory.
- Q. Were experiments carried out for the Army in 1936 and 1937?
- A. No.

Q Starting from 1936 only war gas experiments for the Army were carried out at Elbefeld.

A I don't believe that is quite so...we shall discuss it.

Q One reason may be that Farben was afraid that they would suffer damage in world trade if they concerned themselves with gas production at the time.

A Perhaps from a commercial point of view.

(page 13 of original)

Q Did you ever hear that?

A I remember that I.G. as a world enterprise did not want to work on something like that. It is somewhat shady to produce such war gases in peacetime.

.....

CERTIFICATE OF TRANSLATION

I, SIEGFRIED RANLER, ETO #34429, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of excerpts from Document No. NI-14247.

SIEGFRIED RANLER,
U.S. Civilian,
AO #34429.

E N D

Case 6
sep. Inst. 1
26

TRANSLATION OF DOCUMENT NO. 21-14255
OFFICE OF CHIEF OF COUNCIL FOR WAR
GAMES

SECRET

Ex # 1922

1. This is a state secret in the sense of Paragraph 88 of the Reich Law Gazette.
2. Only sealed transmittal permissible. In case of mail transmittal via registered mail.
3. It is the responsibility of the recipient to guard the document under lock.

REGISTERED MAIL TO THE

Army Ordnance Office
Attention: Regierungsrat Dr. Ehmke

Berlin W.
Jahnstrasse 1.

Dr. DO/ech/Ks.

28 January 1937

SUBJECT: Product 68 g.

The subject of a detailed discussion on the 19th inst. was the preliminary report of the 14th December 1936 we received from you, the letter from our nitrogen department Wolfen of the 8th inst. and the letter from our Sparte office Dypen of the 9th inst. Regarding the statements which we previously made to the Economic Research Company and to the Reich Ministry of Economics we have to submit the following to you with respect to the general situation:

With their dyestuff factory Wolfen and their plant Bitterfeld Farben possesses installations for the production of technical ammonia nitrate and fertilizer-ammonia nitrate. Farben has now developed a process to produce on a large technical scale ammonia nitrate (product 68 g.) suitable for MP 63/40. In A-Case the available extensive plants at Wolfen and Bitterfeld can be used if production for civilian purposes is curtailed accordingly or is ceased entirely and if a certain reshifting of the apparatus takes place. For the readjustment of the available installations to a large scale production of 9,500 tons per month of product 68 g. a sum of approximately

(Page 2 of original)

475,000 RM is necessary according to the cost estimate submitted to you and including our overhead. On the other hand two separate entirely new plants at a third place and without the benefit of an already existent factory, and starting from liquid ammonia would require an approximate sum of 9,000,000 RM. We should like to point out in that connection that you attach particular importance to two separate plants. In the just mentioned sum of 9,000,000 RM no investment expenses for the production of electric power are included. It is assumed that the necessary power will come from other sources. Consequently the solution we suggest, to use Wolfen-Bitterfeld, will mean enormous financial savings for the Reich. In addition it must not be overlooked that in the A-Case the maintenance of production is much better safeguarded at Wolfen and Bitterfeld, because of the small use of staff, because of the presence of trained personnel, and auxiliaries of every kind, than if two new plants are constructed at a third place.

REPLACES OF DOCUMENT NO. FI-14255
Cat'd _____

Apart from this general aspect of the project we have discussed already with your gentlemen a few detailed questions with regard to the contract to be concluded, referring to your preliminary report:

1) We had agreed with your gentlemen that for legal reasons a transfer of ownership of all the plants financed by you or even of individual parts of the plants is impossible. Your gentlemen, therefore, have finally foregone a transfer of ownership. As a consequence the plant comes into our ownership and remains thus during its existence. We do agree however, that a clause be included into the proposed contract according to which, in spite of our formal ownership of the parts of the plants financed by you, we still must consider ourselves as your trustees and are therefore subject to certain limitations as to the disposition over this ownership.

(Page 3 of original)

2) Moreover we discussed the following points briefly:

(a) Financing through you will be arranged by way of "assistance" it is stated that such "assistance" does not represent a subsidy in the sense of the known legal provisions.

(b) Proof of our construction expenses and investigation thereof by you will be handled as usual.

(c) Our overhead expenses will be compensated according to the statutes of the general regulation to that effect.

(d) Excesses over the estimate up to 5% are permissible without previous approval by you. In case of higher excesses contact has to be made with you beforehand.

(e) In maintaining the plant it is to be distinguished between:

(a) Such plants which, by reason of the technical construction of the entire plant have to be also used by us at normal peacetime production. They are to be maintained at our costs throughout the length of the contract. We shall submit a list of these parts of the plants, and

(b) The rest of the plant parts which we shall maintain at your cost.

According to an agreement Assessor Dr. Scheuermann (J RUE 10), from whom we attach a copy of this letter, will work out a draft for a contract and will send it to us. We should be particularly grateful for its early receipt.

Heil Hitler!

I.G. FARBEINDUSTRIE ANTIKONGERESSHAFT
Signature: ppa Foedler Signature:
I. V. A. Miller

Annot
Director Dr. Petersen-Wolken
Office Sparte I-Oppeu (Dr. A. Miller)
Vermittlungsstelle W. Berlin (Dr. Diekmann)
Ministerialrat Dr. Buhl-Frankfurt/Main

TRANSLATION OF DOCUMENT NO. JI-14236
Cont'd. _____

CERTIFICATE OF TRANSLATION

I, S. RAMLER, PTO NO. 34429, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. JI-14236.

S. RAMLER
PTO NO. 34429

CASE 5, EXHIBIT VI

Doc. No. XI - 10000 (Production Exhibit 1000)
never distributed.

Description: Chart of conditions production plans
February 1939.

Case 6
sep. 1946

TRANSLATION OF DOCUMENT NO.
N I-14248
OFFICE OF CHIEF OF COUNSEL FOR
WAR CRIMES

EXH #1924

Interrogation of Dr. Otto IMBROS
19 April 1947 from 14:30 to 16:00 hours
Interrogator: Mr. Von Helle - Parben
Trial Team
Stenographer: Margarette Portzky

- Q. Who delivered Orgacid in the years 1935/36?
- A. 1935 is the date of the contract but.
- Q. That is the date when we are approaching the matter, Italy is asking about patterns and licenses for Diglycol?
- A. There were two Diglycol plants for Montecatini one at Genoa and the other near Ferrara Marina.
- Q. To whom did the Italian Government or your firm turn? Were these matters handled through Buhl and Pistor?
- A. I think they went through Ter Meer because he had dealings with the Italians.
- Q. When he started these negotiations with the Italians?
- A. These discussions went on at Ludwigshafen and certainly through Ter Meer, Cushman, the representative of Montecatini came to Frankfurt in order to negotiate with Ter Meer. He is the expert of the Montecatini Corporation in the Acme IG. In the Acme an alliance was formed between Montecatini and IG Farben. Ter Meer was the representative on behalf of I.G. Farben. Among other things, the Italians negotiated about Diglycol which can be used for Glycerine and also as a substitute for powder.
- Q. In order to give Diglycol to the Italians was I.G. Farben obligated to inform the OKW about it? Were they obligated?
- A. That was the case as far as I remember when granting licenses referring to all matters which went abroad.
- Q. Was there a German law to that effect?
- A. At any rate, we were obligated to do so.
- Q. At that time, didn't the Italians ask you about Lost or other war gases?

(page 2 of original)

A. I don't know that.

- Q. Who was in charge of these negotiations?
- A. No one.
- Q. Was it done by writing?
- A. I don't know.
- Q. Where were the plants built?
- A. At these two places in Italy.
- Q. Who was in charge of the construction?
- A. The Montecastini down there.
- Q. Was powder produced?
- A. No.
- Q. Only an intermediate production? Do you know how this intermediate product was used?
- A. I don't know. As far as I observed they produced textiles and washing agents.
- Q. You don't know when the law was issued about informing OKW?
- A. No.
- Q. When do you remember for the first time that you were asked to stockpile Diglycol at Ludwigshafen?
- A. At Ludwigshafen there was a small Diglycol plant and at Wolfen there was a larger one.
- Q. When did you know for the first time I.G. was asked to stockpile Diglycol for the Army?
- A. I cannot say.
- Q. When was Ludwigshafen asked by the Army to construct new plants for Diglycol?
- A. In Wolfen in 1937.
- Q. And when in Ludwigshafen?

(page 3 of original)

- A. They did not build any. In Ludwigshafen there was a small plant ever since 1925-26 and this plant produced approximately 100 tons. Of these 100 tons, 50 or 60 tons were used for some purpose. It might well be that 30 or 50 tons remained and were stored in a tank and when Ludwigshafen was asked to stockpile them. In 1937, the Army was interested in Diglycol and there was a certain Mr. Von Gellwitz who was interested in the development.
- Q. Did you know that a Diglycol plant was to be used in March 1937 in Wolfen only in the "A Case"?

A. That was quite possible because it was an Army Plant. The Army built a Montan plant at Wolfen.

Q. Was there a contract with I. G.?

A. Yes.

Q. Who was in charge?

A. Mr. Pieter was in charge, and Mr. Buhl concluded the contract.

Q. And what was I.G.'s interest?

A. Well, that probably was the usual Montan contract and doesn't refer to the interest of I. G. The Army just demanded Diglycol.

Q. Do you remember the negotiations?

A. I don't remember. The Army probably approached I.G. and said we need Diglycol for instance for powder.

Q. Did the Army first approach Ter Meer?

A. I don't know that.

Q. But Ter Meer must have been informed?

A. Probably.

Q. Did the Vorstand have to approve the conclusion of a sales contract?

(page 4 of original)

A. I don't know.

Q. How much Diglycol was stockpiled at Wolfen and Ludwigshafen?

A. I don't know.

Q. Large quantities?

A. No.

Q. How much in Wolfen?

A. 300 tons were produced per month and this Diglycol went either to the camp or the Nitration plant where powder was produced.

Q. Where is that?

A. That may have been at the Messag or at the Dynamit Nobel, or their Montan firms. That is the Deutsche Spreng-Chemie or the Company for Chemical Exploitation.

- Q. Would I.G. pay for that or would Ludwigshafen put some currency at the disposal of this project?
- A. There was no payment.
- Q. Why did I.G. pay for it themselves?
- A. That was no affair. There was other Diglycol plant at Schkopau at the end of 1936-39, then in 1939 at Gendorf and also at Naels.
- Q. Was that before or after beginning of the war.
- A. I don't know. In Ludwigshafen it was not intended to produce powder, one only wanted to continue normal production.
- Q. Explain to me what the "A Case" was.
- A. I don't know what A means.
- Q. When did you remember hearing of that for the first time?
- A. I heard it for the first time when the stand-by plant at Wolfen was built in 1936-37.
- Q. What did you, as a human being, think when the war broke out?
- A. There was a lot of talk about Russia at that time.

(page 8 of original)

- Q. Did you believe that Germany would attack Russia?
- A. No.
- Q. I believe that in the entire history Russia has never started an aggressive war.
- A. Oh yes, against the Poles.
- Q. When were you clear for the first time that Germany was waging an aggressive war?
- A. Let me tell you that I was at the Dolomiten at the time.
- Q. Which gentlemen of Farben knew about that?
- A. I cannot tell you.
- Q. Who was the main Abwehr agent at that time?
- A. Christian Schneider.
- Q. Did the Vorstand members confer about war which might perhaps break out within a short time.
- A. No.

Q. When do you remember for the first time that an aggressive war was being waged?

A. On the 1 September 1939.

Q. When did you suspect for the first time that an aggressive war was being waged?

A. I was afraid that in the year 1938 when the Sudeten-German Affair took place a war would break out. I was together with Bosch during the days when this Chamberlain Agreement came about.

Q. Was there any conferences among the I.G. people about the preparation of war?

A. Basically, Ludwigshafen received no products from the West during those years and one had to assume that there was danger somewhere. I did not suspect however, that it would culminate in the form it did.

(page 6 of original)

Q. You heard for the first time in September that there would be war against Poland.

A. Yes, during the 1st August days.

Q. Before your journey into the Dolomiten?

A. Yes

Q. When were you called to Berlin?

A. I think that was very early during the first October days of 1939.

Q. And you knew nothing about the Lost experiments which took place?

A. I knew of chemical Lost experiments at Leverkusen.

Q. For whom were they carried out?

A. For the OKW.

Q. How do you know that?

A. I know that because during the first days after war broke out not the old Oxol process was to be used but the Diglycol Lost Process.

Q. When did the Lost experiments start?

A. In my opinion, the Lost experiments had already begun before and also Leverkusen had carried out experiments in another type of processing-Oxol to Lost. That was in the beginning of 1939 or end of 1938.

- Q. In that case, you already knew before that I.G. was collaborating with these gentlemen in the development of chemical warfare agents?
- A. It was explained to me that there was an agreement between I.G. and Leverkusen in order to duplicate the American process Levinstein.
- Q. Was Leverkusen forced to do that? On the one hand Bosch rejected it in the year 1935 and in the year 1935 Elbsfeld experimented with chemical warfare agents in order to develop them for the OKH. In what year in 1938 or 1939, were lost preparations to be developed? How do you explain the change from the original Bosch policy to the help for the OKH?

(page 7 of original)

- A. I had no influence on that. This is work which has nothing to do with me.
- Q. Could Leverkusen carry out these experiments independently without informing TEL?
- A. That is quite possible, yes.
- Q. Leverkusen and Elbsfeld, did that because the directives from higher up had changed in the meantime?
- A. I know of no change of directives.
- Q. Who was responsible at Leverkusen? Heberland, Locher, Mortens?
- A. There was a certain Mr. Nock.
- Q. Who is responsible for Leverkusen?
- A. Kuchne.
- Q. Could Kuchne do that on his own initiative? There was a principle change on that point.
- A. I understand you entirely.
- Q. If you had not told me about Bosch's attitude, if you had not told me that Bosch was opposed to collaborating with the OKH, then the whole matter would not interest me. Did you discuss that in the IG?
- A. No, I know nothing about that.
- Q. Weren't you surprised that you were carrying out experiments with the OKH with Lost?
- A. I can only imagine that they were insignificant experiments.
- Q. Did you carry out experiments at Ludwigshafen for the OKH?
- A. We gave to the OKH a test product of Chloride.

Q. And didn't you process it for the OKH?

A. No, that went into the experimental plant of Amendorf. The experimental plant at Ludwigshafen rejected it and that is why the production of Nitrogen Lost was sent to the experimental plant at Amendorf.

(page 8 of original)

Q. What kind of a negotiation took place when they rejected it?

A. There was a conference. It was said for instance, that the experimental plant was not to be sent to Ludwigshafen but would remain at Amendorf.

Q. Did Farben actually produce chemical warfare agents before September 1939?

A. No. You cannot speak of production if some experiments were made at a little plant.

Q. Did a firm controlled by I.G. produce a chemical warfare agent before 1939?

A. No.

Q. And now we are turning to the negotiations in Berlin of October 1939.

A. Ter Meer, Hoerling and Labros were called into the OKH by Col. Schmidt in 1939, who as far as I remember stated in the presence of Zehn and V.D. Linden that information was available according to which the opponent was preparing for chemical warfare arrangements on the German side. Only very few such plants existed as it was well known.

Q. How can you talk about rejecting attitude when there was continuous collaboration with the OKH in questions of production?

A. The OKH intended to construct a plant for 1000 tons of Golan, the construction and technical management of which was to be overtaken by I.G. Farben.

Q. And where was this plant to be constructed?

A. These plants were to be constructed at some protected area in the East. Farben was asked to make preparations accordingly.

Q. Who was to supply the money for the construction of Golan?

(Page 9 of original)

- A. At first I asked what Golon was. Col. Schmidt informed me formally through V.D. Linden about it and I then asked who was acquainted with the process of this difficult chemical substance and who was in a position to judge it and realize it technically. I was told that there was preliminary work available, done by Schröder, Elberfeld and V.D. Linden, and I was referred to his collaboration in the gas protective laboratory at Spandau.
- Q. Were you not told about its effect.
- A. No, not at the moment. I asked to be given the opportunity to investigate that problem or to check it with my associates.
- Q. And what was decided.
- A. At some time it must have been decided to give the approval that we were prepared to do that.
- Q. From the Vorstand?
- A. I no longer remember. I had assumed that the Vorstand approved it, that is after my preliminary investigation as to the technical possibility of execution. Then the OKH gave us the order for the building construction and the erection of a T-bun plant for 1000 tons. And then my men went ahead and looked for some construction place.
- Q. And who were your men?
- A. Based at Ludwigshafen.
- Q. Were you convinced in 1939 that Golon was really effective.
- A. Yes, it was effective.

I, MARGARETTE PORTZEY, #B-00160, state herewith that the above pages are a true and correct copy of my stenographic notes which I took on the 19th April 1947 at the interrogation of Dr. Otto MEROB.

/s/ Margeratte Portzey
/t/ M RG RATTÉ PORTZEY

CERTIFICATE OF TRANSLATION

I, SIEGFRIED RAMLER, Civilian, ETO No. 34429 hereby certify that I'm thoroughly conversant with the German and English languages and that the above is a true and correct translation of document NI-14248.

SIEGFRIED RAMLER
Civilian, ETO 34429

- 8 -

- E F D -

Exh. 1
1925

Case 6
sup. sub.
96
I.G. FARBENINDUSTRIE ARTFABRIKSGESellschaft
Plant Auschwitz / Construction Management
Assignment of Labor

Auschwitz, 28 May 1943.

(handwritten) (See Ind. 919
18 Dec 1943
no additional welfare charges.)

Memorandum on the Assignment of KL
Prisoners

Re: Assignment of KL-Prisoners

a) Prisoners' Assignment with construction firms.

The commandos are being channeled to the individual construction firms by the prisoners' Camps. The Camps hand the firm a confirmation of the KL, concerning the number of specialists, auxiliary construction laborers and underground-construction workers who are being assigned on account of the firm's request. The firm on its part indicates in the reports on production how many workers are being assigned, specialists, auxiliary construction workers and as underground-construction workers. This report on production is being issued by the firm in triplicate:

1. for their own files, 2. to be sent to the construction management, department for labor assignment, 3. for the KL. The report must contain:

1. The number of specialists receiving RM 0.67 wages per hour
2. The number of auxiliary construction workers receiving RM 0.56
3. The number of underground-construction workers receiving RM 0.53 per hour.

In the evening when the production reports have arrived, the KL compiles its daily assignment report in agreement with the firms reports concerning the sub-division according to specialists and auxiliary workers and concerning the strength of the assignment. The assignment report of the KL has to agree with the reports of the firms. It might happen that the commandos which had been meant by the KL for a certain firm, or an I.G. plant, would have to be assigned to an other firm or an other I.G. plant if suddenly urgent requirements arise somewhere else. In this case the production reports will be submitted by the office to which the prisoners have then been assigned and which employed them. If it were the case that work for which hourly wages are being paid has been carried out by a firm for I.G., then the report on the prisoners will be made directly by the I.G. and the KL will be paid directly by I.G. Under no circumstances should it happen that the firm debits the I.G. with an extra 20% for work done for the I.G. and performed by prisoners on an hourly wage basis. Such instances must be avoided at all cost. Each month the firm will hand in a report on the assignment of KL prisoners to the construction management, department for labor assignment, hat 7020, room 14, which report has to agree with the daily reports made by firms. On account of this monthly report the reckoning-up of the prisoners will be effected.

b) Assignment of prisoners with I.G. plants.

The I.G. plants, too, when employing prisoners commandos will report the assignment on production reports, which, same as with the assignment with other firms, will have to be issued in triplicate. Here, too, the KL will agree its assignments with those of the I.G. plant. The reckoning-up will be effected on the basis of the monthly reports, which is the reason that when assignments

are made to the I.G., monthly reports are absolutely necessary, too. The forms for the reports on production and for the monthly reports are to be had from the Construction management department for labor assignment. The firms or I.G. plants which do not recognize as such specialists assigned to them by the camp, have immediately to release these for other assignments. In each of these cases the agreement of the construction management has to be given.

(page 3 of original)

It is being stressed once more, that for the reckoning-up of the work of those agencies which employ prisoners commandos absolutely have to hand in the daily assignment reports as well as the monthly reports to the construction management department for labor assignment, until the 8th day of the following month, at the very latest.

Each requirement concerning prisoners has to be reported to the construction management department for labor assignment (Int 7020). The assignment of a new commando should be reported some days in advance if possible.

The prisoners will work on duty Sundays as on week days.

Notification of a special requirement has to be given for off-duty Sundays, that is, the requirements have to be received by the construction management until Friday night.

New requirements and the termination of any requirements for commandos will only be accepted by the construction management of I.G. Farbenindustrie A.G., department for labor assignment.

In order to achieve an increase of production of the prisoners commandos, the most industrious of the prisoners will receive extra food rations sub-divided in two groups. The supply will be effected each week. However, supplies will only be granted if the prisoners' production warrants a commendation.

A statement of the workers in question, sub-divided into production groups I and II has to be handed in by the firm to the supervisory agency of the labor assignment at the place of construction or directly to the construction management (Int 7020, room 15).

Construction Management, department for
labor assignment.

(handwritten)

Polish forced laborers with no exceptions will be accounted for by RM -53 per hour.

signature: IOB

CERTIFICATE OF TRANSLATION

I, BOBY ROSENBERG, BTO #30076, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. NI-14309.

BOBY ROSENBERG,
BTO #30076.

Cover
sep. Dish
26

TRANSLATION OF DOCUMENT NO. JL-14295
OFFICE OF CHIEF OF CONSUL FOR WAR
CRIMES

Each # 1946

Accounting Slip for Inmates

(Trans. Note: Stamp
DURANT
Commercial Dept.
Received: 11 April 1946
Reply:)

Firm: -----

is employing on ----- skilled workers -----

unskilled workers -----

work begins -----

work ends -----

productive working hours: (Trans. Note: Handwritten:
(including rest periods) 3/4 hours daily)

Remarks:

Construction Management

Firm

CERTIFICATE OF TRANSLATION

I, DOROTHEA L. GALENSKI, ITO NO. 34079, hereby certify that I am
thoroughly conversant with the English and German languages; and that
the above is a true and correct translation of Document No. JL-14295.

DOROTHEA L. GALENSKI
ITO NO. 34079

END

can be
up to
G

TRANSLATION OF DOCUMENT NO. 34291
OFFICE OF CHIEF OF GERMANY FOR THE U.S. ARMY

Vol. 4/1927

Der Reichsfuehrer SS und Chef der Deutschen Polizei
(The Reich Chief of SS and Chief of the German Police)

SS-Wirtschafts-Verwaltungsamt
(SS Main Economic Administration Office)

Abteilung D - Konzentrationslager
(Office Group D - Concentration Camps)

Telefonat 3171

Oranienburg near Berlin, 31 July 1943

Ref. No.: I II/1 14/16 So. Bue.

Please quote this matter in correspondence

(Trans not of Handwritten notes:
Enclosure to Ltr. Dv. 27 Aug 43)

Re: Use of Inmates

To firm

Herr Haef, Dipl. Ing., Local Construction Management
Attention Reg. Baumeister Werra

Falkenhagen/via Fuerstenecke/Pyree

As a consequence of the conference between the SS-Obergruppenfuehrer
and General of the Waffen-SS FOHL and Dr. ALBRECHT, the site in Falken-
hagen near Fuerstenecke was inspected by Dr. SCHAEFER, Dipl. Ing.,
KIRICH and Reg. Baumeister WURST together with SS-Obersturmfuehrer
GRIEL on 30 July 1943.

1) Quarters:

The inmates to be assigned, whose number is not to exceed 500,
are going to be housed in the site inspected by SS-Obersturmfuehrer
GRIEL. The barracks which were inspected will be decontaminated and
cleaned first. The equipment necessary for the quarters of the in-
mates, such as beds, mattresses, cots, tables, stools, blankets
etc., as well as the entire kitchen equipment with cook-kits, is to
be provided by you. The concentration camp Sachsenhausen has in the
meantime forwarded sectional drawings for the barbed wire fence
which is to be set up to you. I am not able to do without this
barbed wire because we have to save guards. The barbed wire around
the camp is to be electrically charged. This is not necessary for the
wire fence around the working site.

(Page 2 of the original)

The expenses for the required security measures as well as other
costs such as heating, lighting, water, and the current expenses
for the maintenance of the work camp, will be borne by you. You
are also providing the necessary quotes.

Exh. 1927

-2-

2) Clothing

The expenses for clothing the guards and the inmates, including maintenance and cleaning, are to be borne by the concentration camp Sachsenhausen.

3) Food

The administration of the concentration camp Sachsenhausen is paying for the food of the guards and inmates. The preparation as well as the distribution of the food are handled by the concentration camp Sachsenhausen. The meals will be prepared by a number of inmates assigned for this purpose in the kitchen which you have already provided.

4) Payment

The daily pay for the inmate laborers assigned there is as follows:

- R. 5.— for a skilled worker
- R. 4.— for an unskilled worker.

The pay for the inmates assigned to the kitchen for the preparation of the meals and the barracks for maintenance work are paid at the same rate.

Inmates who are sick and cannot work as well as those used to repairing the clothing of the guards and the inmates do not receive any pay. The inmates who are sick and will not be able to be assigned to work again, are to be exchanged against able inmate-workers from the concentration camp Sachsenhausen.

5) Miscellaneous

Medical care, medicine, payment for hospitalization etc. for guards and inmates will also have to be borne by the concentration camp Sachsenhausen. The concentration camp Sachsenhausen also pays for the transport of the workers to and from the work camp.

(Page 3 of Original)

Please confirm these arrangements.

(Trans. Note:
Stamp: Reichsfuehrer SS)

Heil Hitler!
Chief of Office D II
(Signat.) RAUER
SS-Obersturmbannfuehrer

Copies to: Dr. SCHAEFER, I.G. Farbenindustrie, Berlin
with request for transmittal to your office Breslau No. 55551.

TRANSLATION OF DOCUMENT NO. 51-14891
CONT'D

CERTIFICATE OF TRANSLATION

I, JOSEPH L. GILBERT, DOD # 34079, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document No. 51-14891.

JOSEPH L. GILBERT,
Civilian, DOD # 34079
Office of Chief of Counsel for
War Crimes
U. S. War Department

Munich, 28 February 1948

- E M D -

Case 6
supp 26

RECEIVED BY JEREMY H. H. 10310
OFFICE OF CHIEF OF COUNCIL FOR WAR
GAMES

Feb. 4 1944

(page 1 of original)

(Handwritten)

In Herr SINKE

(stamp)

Commercial department

Herr Sante agrees to the matter

signature: SINKE

Received:
14 February 1944

Initial

(page 2 of original)

Dykmuth/Oder
7 February 1944
Dr. Sch/Kr.

(stamp) DURANIL
Commercial Department
Received 10 February 1944

File Note

Re: Accounting and Assignment of Forced Labor.
Our file notation of 17 January 1944 was under discussion with the construction firms. At this occasion in the presence of the camp commander, Obersturmfuehrer Brantenburg, all problems were discussed which are connected with the assignment of our forced labor. At that date no final result was to be attained concerning the accounting for the forced laborers, especially as concerns the minimum amount of production, as information was given that this problem was to be decided unequivocally by Goebbel's Bureau after the owners of the constructions and the contractors have been heard. Accordingly, on Wednesday 2 February 1944, a final joint conference took place under Beurat Brodtmann as chairman. While fundamental agreement was reached as concerns the production of skilled workers and apprentices, the production of the auxiliary construction workers were estimated as 30% by the contractors and as 50% by the owners of the constructions. The deputies of the organizations of the contractors submitted documents of individual firms concerning the production reached by forced laborers, which varied between 15% and 35%. However, it was admitted that in individual cases better results had been achieved. According to Beurat Brodtmann's suggestion the production of the auxiliary construction workers was laid down as an average 40% for the past and for the period until 31 March 1944.

Considering a production rate of 50% for skilled workers and an auxiliary workers production rate of 40%, the average rate per hour for each prisoner would amount to 33 Pf.

As in the strength reports of the Arbeitsinspektoren (leader of the work assignment) to the special administrative department merely the actual strength of prisoners per day is being stated, and since now, however, extra per hour are to be accounted for, it is being suggested to debit the contractor for the months of November, December and January 8 hours of production per day, for the other months 10 hours of production per day. The hours spent on working to and from work have to be borne by us and not by the firms.

On account of the above basis the accounting for the prisoners with the contractors shall be effected for the past and for the time until 31 March 1944. The firms shall be informed of this statement of accounts by the following letter:

Re: Accounting for and Assignment of Forced Laborers.

By reason of practical experiences made meantime with the employment of prisoners as well as to simplify the accounting, it has been agreed upon by Götthelm Breslau (the contractor), that an average rate per hour of 30 Pf will be debited by us. Herein consideration has been given to a special relationship of skilled workers and auxiliary workers as well as to their minimum production in relation to the production of German construction workers. For the months of November, December, and January, 8 hours of production per day, and for the other months 10 hours of production per day are being debited (the contractors).

They (the firms) are being informed in a special circular letter by the (our) place of construction Uthmannsdorf concerning the experiences made with the assignment of prisoners up to now. In future all suggested means and possibilities have to be utilized in order to achieve an essential increase in the prisoners' production. Based on this measure the Götthelm Breslau after having conferred with the construction owner and contractors will make one proposal concerning the accounting for prisoners as from 1 April 1944.

(p. 2 of original)

There is no doubt that the experiences concerning the prisoners production are unsatisfactory. Therefore, all means and possibilities have to be utilized in order to attain an essential increase in the prisoners' production. In order to attain an adequate relation between the expenditure and result, the productions of the specialists have to be increased to 70-80% and those of the auxiliary workers to 60-70% of comparable German labor. If we do not want to run the risk to be excluded from further assignment of prisoners.

In the conference held up till now the following reasons were given for the deficient production of the prisoners, and it has to be taken into consideration that the experiences we made until now are mainly made with Jews, who are only being registered as prisoners since 14 January 1944:

1. Concerning the living of the prisoners the special conditions prevailing on the construction sector have not been sufficiently taken into consideration. Through negotiation with the EL-camp Gross-Rosen it was achieved that prisoners unsuitable for construction work to a certain extent could be returned to the camp and could be exchanged. For the time being this concerns approximately 60 men. When new assignments will be made, more consideration to our requirements than up till now will be given by Gross-Rosen.
2. The ratio of the specialists and auxiliary prisoners assigned to the construction place is too large in respect of the total number, which essentially decreases the total production. It has been stipulated by negotiations with the camp commander, that in future only prisoners fit to work will be sent to the construction plants.
3. As up till now the billeting, clothing and bedding for the forced laborers had been insufficient in certain respects, this problem shall be given greatest attention in future. Billeting and clothing of the forced laborers is good after the removal to the

concentration camp. The food supply is now in the hands of the SS camp administration. The Laramil made available Oberlagerführer Mellich to assist in purchasing the necessary food stuffs. The Laramil will try to supply additional food as far as plant conditions allow. At present this concerns mainly dehydrated vegetables and seeds. By elaborating the system of premiums in natural products (see number 7), better food supplies will be attained too.

4. The II - camp did not only count on skilled workers those with finished apprenticeship, but also those with a short-time apprenticeship. These prisoners who are skilled workers in many cases did not have the equivalent knowledge and abilities as had German skilled workers. Therefore, the assigned skilled workers have to be examined by the contractors. As principle only skilled workers who have finished their apprenticeship will be recognized as skilled workers. Insofar as this supposition does not apply, the prisoners are being treated as auxiliary workers. The re-examination has already been started on.
5. Owing to the lack of space, an efficient control of the prisoners' production is possible at the construction place. As we cannot count on any more guards in future either, a large number of German prisoners (approximately 100) will be assigned for controlling the prisoners production who are up till now mainly Jewish and foreign forced laborers.
6. Up till now in many instances the contractors have failed to supply suitable parts for the prisoners. The Laramil as well as all members of the

staff of employees and workers must be made to see to it that under

all conditions the increase in production by the prisoners will be effected. Based on the deficiency in production, which exists up till now, Gebelke will ask the organizations of the constructing industry and of the construction trade to interest their master firms in a larger extent of co-operation concerning the assignment of prisoners. Firms which are not in a position to effect the required production of prisoners in future will no longer be able to count on any assignment of prisoners.

7. To aid the contractors in supervising the work of the prisoners, the commander of the camp has named an Arbeitsinspektionsführer, who will visit the contractors' construction sites each day and who will accept complaints of all kinds, so that the deficiencies in production which existed up till now will be removed as quickly as possible. As far as possible care shall be taken that the firms will always be assigned the same prisoners who are acquainted with the work. The contractors have no right to punish the prisoners, however, in all cases they have to be reported to the Arbeitsinspektionsführer for the prisoners.
8. In future an increase in the prisoners' production will not only be achieved through increased payment in food or clothing, but especially through premiums for the workers in vegetables etc. For this purpose the camp group from which the vegetables are taken in kind (vegetables are distributed in kind to the prisoners) the contractors have to report to the Arbeitsinspektionsführer those prisoners who on account of their production will be considered for receipt of premiums.
9. Through my circular letters the construction firms have repeatedly been made aware of the fact that they had effected and not utterly

necessary intercourse with the prisoners is prohibited, this order has not been complied with. It has happened that German foremen had prisoners steal in the construction lots of other firms. Besides it has been ascertained that German foremen and members of the staff of employees and workers have used the familiar "Du" with prisoners and the prisoners have done so too, and besides they have discussed the political and military situation with them. Various German members of the staff of employees and workers have stolen prisoners clothing from the St. camp. Based on these incidents, of which many more could be quoted, it was discussed with Sturmbannführer Seewitz, that the German members of the staff of employees and workers in a special roll call will once more be informed concerning their attitude towards the prisoners. In future severest measures will be adopted against German members of the staff of employees and workers when offenses occur.

9. To remove existing deficiencies, a construction specialist shall be attached to the Arbeitsinspektorat of the camp, who, after he has conferred with the construction management and the contractors, shall make statements on the prisoners' conditions etc. These statements are to be the basis for the accounting for the production of the forced laborers for the time after 1 April 1944. Concerning the particulars of the accounting after 1 April 1944, details will again state the point of view based on the new results and on the conference with the contractors and construction workers, which will take place at the end of March. Under all conditions it has to be aspired, that up to that time all deficiencies of the present assignment of prisoners will be removed.

After 1 April 1944 the actual production figures have to be accounted for. For this purpose the present report on the strength of the assignment made by the Arbeitsinspektorat will state the performed production working hours besides the number of prisoners, in order to create a sufficient basis for further accounting. Insofar as work has been performed for Lorenz, standstill documents will be made out in the form of a police form etc.

(end of original)

Many regard the designation of the program position in question as of the account.

Finally the following point of view is expressed in connection with allowances for billeting and food for the prisoners as well as the amount of the daily rates for skilled workers and auxiliary workers:

The camp where the prisoners are billeted has been set up by Lorenz according to program. No accounting for billeting will not be made, but these expenses are to be borne by Lorenz. Therefore no reduction in the daily rates and in the allowances for billeting without cost is the hypothesis for these daily rates.

Food for the prisoners will be set up from a special camp kitchen at Lorenz's expense. St. Sturmbannführer Seewitz, the camp official of the camp, provided the necessary food in connection with our Senior Camp Leader (Oberlagerführer) Hilsen. Both will examine the invoices as to the actual facts and submitted to Lorenz for payment. From the administration of the St. camp, Group Breda Lorenz receives 80 Pf per day for each prisoner's food. The amounts are to be settled monthly. Until the camp kitchen was installed the food was supplied by the firm Land (Camp Edwards). It was agreed with the firm Land that the invoices concerning the feeding bill now will be sent to Lorenz. Retroactively Lorenz can ask for the food

-5-
TRANSLATION OF DOCUMENT No. NI-14310
Cont'd

for each prisoner of KL-camp Grosse-Rosen 60PF per day. The payments made up till now by Luranil or by Grosse-Rosen have to be taken into consideration when the accounts will be settled. The kitchen accounts for the guards are to be paid by KL-Camp Grosse-Rosen, that is, Luranil has nothing to do with them.

Based on the ascertained deficiency in production of the prisoners and on the various working hours during winter and summer, Gebeken (Antenna Tachschma) again conferred with the competent executive of the SS concerning the daily rates for skilled workers (M.d.—) and for auxiliary workers (M.d.—). It has been declined to make an alteration especially a decrease in the daily rates.

The above mentioned problems were discussed with all offices in question (KL-camp, Gebeken, Sonderdezernat Special Department, construction management and contractors.)

Thursday, 3 February, there were present at a conference with Sturmbannführer Heesbrock, Obersturmführer Schneider, Bauinspektor Lutz, Baumeister Schellhorn, Obering. Schmal, Obering. Bilfinger, Dr. Pal, Dr. v. Bock, Dr. Schaefer and also Dr. Reinknecht of the OKL, who especially agreed to the considered continuation of settlement of accounts.

As our plant extension has mainly to be affected through prisoners, it is necessary to effect an increase in production of the forced laborers by all means.

signature: SCHAEFER

Distribution list:
Bauinspektor Lutz
Hauptfrontführer Altrichter
Baumeister Schellhorn
Dipl. Ing. Lossow
Bauinspektor Sante
Obering. Schmal/Bilfinger
Prokurist Zinser
Ing. Halbmayer
Dr. Schaefer
Dr. Schaefer

CERTIFICATE OF TRANSLATION

I, EMMY ROSENBERG, BTO #20076, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. NI-14310.

EMMY ROSENBERG,
BTO #20076.

case 6
up. gish.
g

TRANSLATION OF DOCUMENT No. NI-14300
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

Vol. 1 1939
(trans.note: illegible handwritten notes)

LURASIL construction company Ltd.

Dyhernfurth/Olar, 30 Oct 1944 Kr.

(trans.note: stamp)
LURASIL
Commercial Dept.
Received: 3 Nov 1944
Answered:)

Circular

to all construction firms of the Dyhernfurth plant

Re: Accounting for forced laborers.

In view of the increased efficiency, effective 1 August 1944 the average rate per hour for the inmate laborers will be:

for each skilled inmate laborer RM 0.55 (70 percent compared with German laborers)
" " unskilled " " " 0.35 (50 percent compared with German laborers).

In order to speed up the construction each of the firms is to ensure increased production by taking appropriate measures. Proposals and suggestions for increasing the productivity of the inmate laborers are to be submitted to the Construction Management.

OT.- (Organization Todt)
Construction Management

LURASIL-
Gesellschaft m.b.H.

(Trans.Note:
Handwritten: To
Prokurist ZIMMER)

CERTIFICATE OF TRANSLATION

I, DOROTHEA L. GALEWSKI, RNO #34079, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. NI-14300.

DOROTHEA L. GALEWSKI,
RNO #34079.

E N D

Case 6
up Desk.
1/2

TRANSLATION OF DOCUMENT NL-14297
OFFICE OF CHIEF OF COUNCIL FOR WAR
CRIMES

Exh # 1931

(Trans. Note: Illegible Stamp)

S. RUDERFELD
Industrie- und Bau-Gesellschaft m.b.H.
Founded 1876 Telephone 34461
Kattowitz-Silesia Tel.: 172
Dyhernfurth/Oder, 11 Nov. 1944 Re/We.

To
Lorenz-Baugesellschaft m.b.H.
Dyhernfurth/Oder

Kattowitz
Industrie- und Bau-Gesellschaft m.b.H.

Re: Accounting for forced laborers

We have received your circular of the 30 October and wish to inform you that the efficiency rates given by you (skilled inmate laborer, 70% compared to German laborers; unskilled inmate laborers 50% compared to German laborers) are not being reached on our construction site. We reserve further comment on the above matter.

Heil Hitler!

S. RUDERFELD
Industrie- und Bau-Gesellschaft m.b.H.
(Illegible initial)

(Trans. Note:
Handwritten note:
Dr. Schaefer
Eimer

CERTIFICATE OF TRANSLATION

I, DOROTHEA L. GALEWSKI, BTO NO. 34079, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document NO. NL-14297.

DOROTHEA L. GALEWSKI
BTO NO. 34079.

END

Trans. notes: *Exh 4 1931*
Handwritten: illegible
illegible initial
Stamp:
LURANIL
Commercial Bpt.
Received: 19 Dec 1944
Answered:)

Construction Firm
Wilhelm B E C K

Architectural & Engineering Office - Bricklaying and Carpenterin -
Joinery - Leases of Scaffolding-

Postal checkbook account: Breslau # 9943 -- Bank Accounts: Deutsche Bank-
Zwingerplatz Branch - Rickborn & Co., Breslau -

BRESLAU 13,
Charlottenstr. 25
Telephone No. 82916 10 Nov 1944 B/AB

Trans. notes:
Stamp:
LURANIL-Bauges.m.b.H.
Construction site Dyhernf.
Received: 15 Nov 1944
Out: On: By:)

To:
Luranil-Baugesellschaft

Dyhernf. / Oder

Re: Circular concerning the calculation of forced laborers.

Unfortunately we did not receive your circular until yesterday.

We wish to inform you that we do not agree with your statements in this circular concerning the increase of efficiency of the prisoners and that we object to this statement.

We grant you that in some types of work it is possible to increase efficiency and altogether it is possible to employ the inmates usefully. This holds true for such construction sites where it is possible to use the inmates in groups which are constantly supervised, for instance in making reinforced concrete blocks. As soon as the inmates are however not supervised constantly their production is terribly low and sometimes does not even amount to 20% of the production of an average workman. But it is not possible to avoid jobs during which each inmate is not constantly under supervision. This particularly applies to construction above ground, also to air raid precautions in already existing buildings, to the transport of building materials etc.

It is absurd to estimate the capacity of skilled workers employed on construction above ground as 70% of that of a normal workman. Until we have not one single really trained bricklayer or carpenter, who was an inmate, assigned to us on any of the construction sites. The amount of work done by an inmate who claims to be a bricklayer or carpenter can at the most be compared with that of an apprentice in his second year of training.

Statements such as those made in your circular of 30 Oct generally lead to false conclusions and only lead to the result that schedules which have been based on such calculations of capacity cannot be adhered to and that construction plans are approved as being practicable which in actual fact could never be carried out.

We also wish to object to your intention of putting a measure into force by your circular of 30 Oct which is to be valid as of 1 August, that three months previously. It is impossible to conduct business in an orderly manner when regulations are issued with so much delay.

Hail Hitler.
(illegible signature)

(Trans.note: handwritten: Dr. Schaefer)

CERTIFICATE OF TRANSLATION

I, DOROTHEA L. GALEWSKI, BTO # 34079, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. NL-14294.

DOROTHEA L. GALEWSKI,
BTO #34079.

CASE No. 6 - ORIGINAL 71

Document No. XI - 1407 (Prosecution Exhibit 1932)
is not available.

Description: Photographs, Anachronisms

Arab
rep
ly

TRANSLATION OF DOCUMENT No. NI-14488
OFFICE OF CHIEF OF COUNSEL FOR WAR
CRIMES

Feb 2 1933

According to the law for the Regulation of National Labor
(Gesetz zur Ordnung der nationalen Arbeit) of 20 January 1934, after
consultation with the Vertrauensrat, I am herewith issuing the follow-
ing:

PLANT REGULATION (BETRIEBSORDNUNG)
for the working community Mischwitz (Upper
Silesia) of I.G. Farbenindustrie Aktienge-
sellschaft.

It is legally binding for all employees belonging to the
working community and is effective as of today.

Mischwitz (Upper Silesia) 1 January 1942.

(Signature)

Director Dr. Ambros
Head of the plant

CERTIFICATE OF TRANSLATION

I, DOROTHY L. GALEWICKI, NTO NO. 34079, hereby certify that I am
thoroughly conversant with the English and German languages; and
that the above is a true and correct translation of Document No.
NI-14488.

Dorothy L. GALEWICKI,
NTO 34079.

case 6
sep. 1943

TRANSLATION OF DOCUMENT No. VI-14480
OFFICE OF CHIEF OF COUNSEL FOR WAR
CRIMES

Date #1934

STAMP:
SOCIETE NOUVELLE DE RAFFINERIE
LEONARD SOMMER
Factory premises: 145, rue de Flandre
PARIS XIV^e

REQUEST No.
23.879

(handwritten):

453 STAMP:
25 NOVEMBER 1943
ONE SIDE COUPON.

CONTRACT

This card must be delivered to the hired worker

| | |
|--------------------------|--|
| NAME: | BALANDIER |
| First Name: | René, Paul |
| Date and place of birth: | 25 August 1920 in Paris 19 ^e arr. |
| Nationality: | French |
| Exact address in France: | 22, rue Menin, PARIS (19 ^e arr.) |
| First name of wife: | |
| Maiden name: | |
| Number of children: | First name and date of birth: |

(stamp):

WORK IN GERMANY IMMEDIATELY
REQUEST PASSPORT.

(handwritten): 10

Regional employment office: Central Germany
Employer: I.G. Farbenindustrie
Place of work: Bitterfeld
Duration of contract: ONE YEAR
Hired as: unskilled worker
under the following conditions established by the employer:
Working hours: 52-60 per week
Salary: 0.58 RM per hour
Output bonus: 20%, according to time and ability
Miscellaneous bonuses:
Bonus for separation, for married persons: 1 RM per day
for bachelors:
Indemnity for quarters: (1 RM per night): Free
in barracks.
Food: 1.10 RM

STAMP

Leave and dismissal in accordance with legal provisions and the rates in force in the Reich.

Journey to Germany and food necessary during the trip are free.

I declare that I have read the "Instructions" and accepted the working conditions as indicated above.

Should the work anticipated no longer be available upon my arrival I shall be entitled to another position which will give me the same conditions of work & salary & which will be provided for me by the competent employment office.

In addition, I undertake to send to the above members of my family a part of my salary for their maintenance.

Paris (19), 3 November 1943

Signature of the hired worker:

Illegible signature
Signature of the delegate
for employment.

-3-
TRANSLATION OF DOCUMENT No. NI-14450
CONFIDENTIAL

I, ROBERT E. MURPHY, UNIT #483, hereby certify that I am thoroughly conversant with the French and English languages, and that the above is a true and correct translation of Document No. NI-14450.

ROBERT E. MURPHY
UNIT #483

can be
sup. right
g

TRANSMISSION OF DOCUMENT No. WL-18336
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

Dr. Gajewski

16 May 1935

Strictly confidential.
Registered

EXR. # 1935

To the Directors of
Wolff and Co.,
Walsrode

Your letter dated 7 May 1935 (Business management/Dr. Gajewski)

Gentlemen,

I herewith acknowledge the receipt of your letter dated 7 May with the statement to be signed by me. Even though it goes without saying that I shall observe silence still I cannot of course sign this declaration since this cannot be harmonized with my functions as a member of the Vorstand of the I.G. at the same time. I therefore take the liberty of returning this declaration to you without my signature.

With German greetings
signed: Gajewski

(Page 2 of original)

WOLFF and Co. - WALSRODE
Founded 1815

Codes: A B C 5th and 6th Edition
Rudolf Mossel - Supplier
Bentleys, Standt-Haus

Postal address Telegraphic address
Wolff & Co. Powder Factory
Walsrode/Hann. Walsrode

Telephones: Office Walsrode
Exchange No. 251
Factory Bonlitz

Business hours Reichsbank-Girokonto
7-12 and 13-17 hours Hannover
Saturday 8.45-12.30 Post-Office cheque
Hannover 1803
Deutsche Bank und Disc
Ges. Han. War

Rail transmissions
Station-Dordingen

Registered
Director Dr. Fritz Gajewski.

L A I E I E
Prandelstrasse 3

Your ref. Your letter dated Our Dept. Our ref.
Business Dr. Gajewski
management

WALSRODE
7 May 1935

Subject:

The instruction has reached us from the competent military authority to bind to secrecy the members of the Aufsichtsrat of our company who know that we are carrying out commissions for the Wehrmacht, in the same way as all our plant members.

We permit ourselves therefore to deliver to you the enclosed form with the request that you return this form to us with your signature appended by registered post.

With German greetings
Wolff & Co.
Limited liability company
Signature O. Wolff

1 enclosure

(Handwritten incomplete photostat
Returned with answer
dated 16 May

(Illegible initial)

(page 3 of original)

Handwritten 127/6-1
Wolff

17 June 1935

Registered

To the

Business Management
Wolff & Co.

W a l f f & C o

Your letter dated 11 June 1935

Your reference: Business Management St/Co

Enclosed please find the declaration formulated by you returned
with my signature and a qualification which I was forced to make.

With German greetings
signed: Gajewski

(page 4 of original)

Handwritten 127/6-1
Wolff

WOLFF & Co. - WALSRODE
Founded 1818

Code: A B C 5th and 6th Edition
Rudolf Mosse - Applint
Bentleys, Standt-Hindlue

Postal address
Wolff & Co
Walsrode/Hann.

Telegraphic address
Inwiler Factory
Walsrode

Telephone: Office Walsrode
Exchange No. 261
Factory Bohlitz

Business hours
7-12 and 13-17 hours
Saturday 8-12-30

Deutsche Bank - Ironkoto
Hannover
Deutsche Bank und Dis
Ges. Hannover

Rail transmission
Station-Cordingen

Stamp 27767

Secretary Dr. Gajewsky
Received 12 June 1935

Illegible initials
crossed out

Reply 11 July
Handwritten b

GA

Registered
Director Dr. Gajewski
W o l f f & C o
Kreis Bitterfeld

| | | | | |
|-----------|-------------------|------------|----------|--------------|
| Your ref. | Your letter dated | Our dept. | Our Ref. | WALSHOTE |
| | | Business | Rt/Co. | 11 June 1935 |
| | | management | | |

Subject:

We revert to your letter dated 16 May in which you informed us that you were not in the position to sign the binding to secrecy demanded by the competent military authority. We have taken the opportunity to treat again with this authority. Its attitude in the matter was that a binding of the kind even on members of Aufsichtsrat could not be dispensed with, on the other hand it concurred with us that the form at first prescribed by it was not of course adapted for the matters of interest to members of the Aufsichtsrat. We were asked to propose a form better adapted to us. You will find this formulation which was first submitted to Professor Dr. Flechtstein and has received his agreement and which has now been approved by the army, in the enclosure. We ask you to return this form to us with your signature appended.

With German greetings.
Wolff & Co
Limited Liability company
Signature O Wolff

1 enclosure

(Page 5 of original)

Handwritten
To 127/6-1

11 June 1935

Copy (NI 17 June 1935)

Declaration

I bind myself to silence concerning all business relations between authorities of the German Wehrmacht and the firm Wolff & Co., Valerode. This obligation will continue even after I leave the Aufsichtsrat of the firm Wolff & Co.

I bind myself to inform the business management immediately all information which comes to my knowledge, however insignificant which might injure the firm Wolff & Co. or endanger plant secrets.

I am acquainted with the law against unfair competition in the wording dated 9 March 1933 (Reich Law Gazette 1933 Part 1, p.123) and also with §§ 88 ff Reich Penal Code, sub-paragraph treason in the wording of the law dated 24 April 1934 (Reich Law Gazette).

I know that the duty of silence imposed upon me is a command or prohibition issued by the Reich Government for the safeguarding of the country's defense in the meaning of § 93 b Reich Penal Code.

Wolfsen, 17 June 1935
(Place)

Signed Dr Gajowski
(Signature)

Handwritten addition by Dr. Gajowski:

I must make one exception in that I must inform the Central Committee of the I.G. Farbenindustrie A.G. of which I am likewise a member
Signed Dr Gajowski

CERTIFICATE OF TRANSLATION

I, ELLA M. CARTER, ETO # 20182, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. NL-13536.

ELLA M. CARTER,
ETO # 20182.

Case 6
sep list.
8

EX # 1936

(Handwritten) 127/5-3

Dr. Paul Mueller

Friedrichsberg, Kohn
Telephone Kohn 10311
Siegburg 3427

22 October 1935

Strictly Confidential

Director Dr. F. G. I. J. E. W. S. K. I.

Wolfgang K. Bitterfeld

30682

Stamp: Secretary Dr. Gajewski
Recd. 23 October 1935
Approved. 5 November 1935

Dear Dr. Gajewski,

For your strictly confidential guidance I am informing you that we have been asked by the Reich War Ministry to submit a plan for the number of chemists, engineers, office employees, workers etc. required for getting the different emergency plants going in the event of mobilization. Whilst it will not present any difficulties, as far as can be seen, to make the necessary engineers available we shall not be in a position to free the needed number of chemists from our own plants. In the first place we lack people for the Trinitrotoluol (TNT) plants especially as we have been instructed to assume that the Trinitrotoluol plant in Schlebusch as also the plants here are to continue working.

Three emergency plants come under consideration for the production of Trinitrotoluol. It will not be possible to avoid having each plant furnished with a plant director and 3 plant chemists since much importance will be attached as also in the last World War, to an interruption of work preventing as far as possible by regular supervision. There was therefore an order in the World War that the plants were to be constantly inspected by a chemist during nitrations.

We dispose, at the moment, of 5 representatives altogether who have become thoroughly acquainted with the Trinitrotoluol plant in the required manner. Of these 5 representatives

(Handwritten at foot of Page) Settled orally by Dr. Gajewski in Frankfurt am Main with Dr. P. Mueller.

(Page 2 of original)

however, 4 would be claimed for the plant in Schlebusch. We shall of course attempt to train further representatives who possess the needed aptitude for the trinitrotoluol plant; still it will not be possible for us as already mentioned, to take the total requirements from our plants.

On the other hand we shall have to expect that, in the event of mobilization, both toluol and also benzole are not, or only in very limited quantity, made available for purposes of private enterprise, thus also for the production of mono- and di-nitro - combines as base materials for the most varied chemical products. I can therefore imagine

TRANSLATION OF DOCUMENT NO. HI-13533
Cont'd

that some of the chemists who are at present engaged in the production of mono- and dinitro combines in the I.G. plants will be at liberty in the event of mobilization. If this supposition should prove to be correct I would like to suggest that we establish which people from the I.G. plants could be surrendered to the emergency trinitrotoluol plants. These people must be specially specified so that they can be claimed in the event of mobilization. Furthermore a thorough acquaintance with the methods as they are carried out with us for the production of mononitrotoluol, dinitrotoluol and trinitrotoluol, as also the refinement of raw trinitrotoluol would have to be expected. This training would practically have to take place at our factory at Schlebusch which is the only one of our plants engaged at present in the production of trinitrotoluol. It would presumably be also necessary to keep the representatives in question thoroughly familiar by repeated visits to Schlebusch at certain intervals with the plant requirements, so that there exists a guarantee that the representatives can for certain carry out the tasks incumbent upon them in the event of mobilization.

The setting in motion of the emergency plants will not begin suddenly, but we shall have to count on an initial period of approximately 2 months. It will be desirable however, in order to shorten as much as possible the period for the setting in motion.

(Page 3 of original)

that the people, to be surrendered by I.G. be distributed as quickly as possible to the different emergency plants.

For the filling plants we hope to be able to make the suitable workers available ourselves whilst we still lack 2 chemists for a plant producing picric acid.

Now my request to you is aimed at establishing whether suitable representatives of the I.G. can be put at our disposal for the trinitrotoluol emergency plants and for the one plant for the production of picric acid in the event of mobilization.

I must ask you to treat all the questions in strict confidence and to impose the same strict confidence on the offices with which you take up relations.

With kind regards

Yours faithfully,

(Signature) P. MUELLER

(Handwritten) 2 Picric acid
2 Trinitrotoluol

TRANSLATION OF DOCUMENT NO. NI-13532

Cont'd

CERTIFICATE OF TRANSLATION

I, ELLA M. CARTER, ETO NO. 30182, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. NI-13532.

ELLA M. CARTER
ETO NO. 30182.

END

Exh. # 1937

TRANSLATION OF EXCERPTS FROM DOCUMENT No. WL-13533
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

Case 6
ref Dist
96

L. O. WOLFEN
Technical Departments of the Main Group III.

To
Director Dr. Gajewski.

Your ref. Your letter of Our ref: Date:
Technical Sites. 17 October 1938
Res-WL23

Re: E-Salt.

Here Dr. Struss asked me to inform you at Dr. ter Meer's request that the latter would like you to give a brief report at the Vorstand meeting on Thursday about the E-Salt plant in Bobingen, and the state of the process. In consideration of the present form of the Vorstand meetings he however asks you not to call upon Dr. Eble's or Dr. Kacmpf's assistance.

I have asked Dr. Eble to send you a short survey about the state of the process by to-day. In addition, Dr. Eble is at your disposal, if you wish it, to give a report either in Wolfen or in Berlin on Wednesday. I have taken the liberty of myself reporting briefly on the plant itself.

(illegible signature)

Enclosure.

(Trans. Note: handwritten notes, some illegible)
Dr. Eble is to be in Wolfen on Wednesday and inform Riess
16 Oct 1938 0845. illegible initial.)

(page 3 of original)

at present Berlin W 35. 20 October 1938.

Tirpitzufer 60-62
(Trans. note: various illegible handwritten notes)

Registered.

Herr Dr. Gajewski.

We were both right. The DAG has refused to take any responsibility whatever for the construction of the trimethylolamine trinitroamine (hexogen) plant in Bobingen. In spite of this the Army Ordnance Office has decided to build the plant at its own expense. The order for carrying out the construction has been placed with DAG. Therefore we are really nothing but contractors without any risk whatever, either for DAG or for IG. We have also refused to be held liable in any way for the manufacturing process.

I wanted to let you know this quickly so that you can inform Dr. ter Meer accordingly.

With friendly greetings
Yours (signature) P. Maeller

(page 3 of original)

L.G. WOLFF
Technical Departments of Main Group III.

(Trans.note: stamp: ³SECRET:

(Handwritten:
42/4)

1. This is a State secret according to Para. 88 of the Reich Penal Code.
2. Only to be forwarded under seal, if by mail, as registered.
3. Safeguarding at addressee's responsibility under lock and key.

To Director Dr. Gajowski.

Your ref.

Your letter of

Our ref.:

Date:

Techn. Ottee/ 23 Nov 1938 Bot.
Hae-W 123

Re: E-Salt Plants Bobingen.

(Trans.note: initial:G (for Gajowski))

In a letter to Herrn Schindler I have again set down the arrangements so far regarding the construction and operation of the E-Salt plants in Bobingen, as you wished. I believe I am right in presuming that everything that has happened so far is absolutely in line with your wishes.

(illegible signature)

Enclosure:

Copy of letter to Herrn Schindler
of 23 Nov 1938.

(Trans.note: stamp:
Secretariat Dr. Gajowski
IN:24 Nov 1938
Reply:
58696
illegible handwritten notes.)

(page 4 of original)

IG FARBEINDUSTRIELLE AKTIENGESellschaft, WOLFFEN.
Film Factory.
Technical Departments of the Main Group III.

D 73 40

(Trans.note:
illegible hand-
written note;
23 Nov 38.)

REGISTERED

Herrn
Director Schindler,
Dynamit-Action-Gesellschaft
F R O I E A D I E R.

(Trans.note: stamp: Secretariat Dr.
Gajowski IN:24 Nov 1938
Reply: 58696

Techn. Ottee/Hae-W123

23 Nov 1938 Bot.

E-Salt plants Bobingen.

Dear Herr Schindler.

On the basis of the conference between Director Dr. Gajowski and Generaldirector Dr. Paul Mueller I would like to set down again in rough outline how the two E-salt plants in Bobingen are to be handled, and would like to ask you to inform me if you should not agree with my points of view.

1. New plants.

We are building both plants, the 100 tons per month experimental plant as well as the 400 tons per month large scale plant, from Babington as contractors for you and/or for the Army Ordnance Office. All orders will be carried under the name of the DAG. With regard to the large-scale plant it is not yet quite clear whether the Gesellschaft zur Verwertung chemischer Erzeugnisse (GmbH) (Company for the Utilization of Chemical Products) may not possibly even also appear as one of the firms directing the undertaking (Bauherrin). There are sufficient file names about the various ways of accounting etc. In any case it is clear that the work done by us, as representing IG, will be paid through you by the Army Ordnance Office and that there will only be a very small advance payment, if any at all.

.....

(page 5 of original)

.....

Yours
(stamp) signed Riese

(page 5 of original)

Dr. Otto Ambros

21 February 1939.

(trans.note: various handwritten notes,
some illegible)

...Riese. 24 Feb 29. for Dir. Dr.
42/4 Gajowski.

initial G (for Gajowski)

stamp: ~~SECRET~~

1. This is a state secret according to
Para 88 Reich Penal Code.

2. Only to be forwarded under seal, if
by mail, as registered.

3. Safeguarding at addressee's responsibility;
under lock and key.

To
Dir. Dr. C. Krauch

B E R L I N W 9
Saarlandstrasse 126.

Re: Your letters of 10 Feb 1939, Daily ledger no: 705/39g, hexogen(K)
" " " 717/39g, hexamethylene-
tetramine
" " " 710/39g, synthetic produc-
tion of toluene.

(Trans.note: stamp: 60958 Secretariat Dr. Gajowski
In: 23 Feb 1939
Reply:)

Dear Dr. Krauch:

I have received your letters of 10 February about the hexogen technique, the procurement of hexamethylene tetramine and about toluene synthesis.

I agree with you that the stand of the hexogen process is very satisfactory.

With the impression of this favorable technical situation I brought up the question at the Army Ordnance Office a few days ago, whether the present plan of constructing a plant for 400 tons E-hexogen per month in Robinson before the experiences of the 100 tons E per month plant are available.

(page 7 of original)

is still correct now and whether the Army Ordnance Office's aim of realizing a certain minimum production as quickly as possible could not be achieved just as well by the SH process. According to the opinion of the DAG, which is shared by those of our members who saw the plant the other day, the latter could be built right away for a production of 250 tons per month, if experience proves favorable, with facilities for development up to 500 tons per month. The conversion of the Robinson development to the SH process would enable us to avoid all the difficulties connected with the procurement of acetic aldehyde for the acetic acid, because there will be a shortage of the former for many years yet. At the same time this would have the advantage that all the processes being considered could be tested quickly and directly next to each other in technical installations before the large-scale plans with their many effects are started.

This brings me to your question as to how the hexamethylene tetramine is to be manufactured.

(page 8 of original)

In answer to your third question about toluene synthesis I wish to inform you that the reaction mechanism of the manufacture of naphthalene from phthalic acid has been explained. Since the IG is able to handle the principles of both the steps of manufacture, the catalytic oxidation of the naphthalene and the catalytic high pressure hydrogenation on a large scale, the target demanded by you, that the process should be developed as far as the construction of a large experimental plant, can already now be considered as having been reached.

Heil Hitler!
signed Dr. Otto Ambros

(page 9 of original)

Dr. PAUL SCHILLER

Treisdorf Bezirk Cologne, 25 Jan 1940
Telephone: Cologne 10211 (local)
Cologne 11784-5 (trunk)
Siegburg 2444

(Trans. note: handwritten notes:

42/4

initial G (for Gajowski)

stamp: Secretariat Dr. Gajowski

In: 27 Jan 1940

Reply: 3 Feb 1940

initial illegible.)

To
Director Dr. G a j e w s k i
IG Farbenindustrie Aktiengesellschaft
Film Factory
Wolfen, Kreis Bitterfeld.

Dear Herr Doctor,

At the moment we are just about to settle the personnel question for the new factories which are to start operating this and next year. On principle we have divided this in such a way that each branch of manufacture, as for instance nitrocellulose, is assigned to one man, who is to be responsible for the arrangements for all the factories or plants in question. I would be very grateful to you if you agree that Herr Dr. F i n k of Bottweil should take over the work concerned for the two solvent powder factories which are being built by us. Please let me know as soon as possible if you agree to this.

With best regards

yours

for Dr. Mueller, who is still sick in bed
by order (signature) Haeche

(Trans.note: handwritten note:
Ebockmann
Kwifocuram.)
.....

(page 10 of original)

I. G. FARBEN

To
Director Dr. G a j e w s k i
I. G. Film Factory
Wolfen/Kreis Bitterfeld.

SECRET

REGISTERED

(Trans.note: initials
G(ror Gajowski))

Your ref. Your letter of: Our ref. Date:
A.I.No.146 29 January 1940.
1630

Re:

(Trans.note: stamp:
Secretary Dr. Gajowski
In: 31 Jan 1940
Reply:)
3369072

Dear Doctor Gajowski,

On the basis of your call I have been thinking about the matter of the establishment of a new distribution agency for gun cotton for those factories which produce powder containing solvents. I am of the opinion that there are quite a number of reasons against considering a man from Bottweil for this. As far as I know it is at present necessary to have regular conferences with the Office in Berlin for this purpose, of some of which only short notice is given, and which are repeated every two weeks. In this respect Bottweil is situated as unfavorably as is possible. Then it will probably continue to be indispensable for the distribution agency itself at least to produce gun cotton and to be continuously informed about the capacities of the other factories. According to the

-5-
THE SEVERAL OF EXEMPTS FROM DOCUMENT No. XI-13533
Cont'd

information at my disposal the capacity of the works producing gun cotton is as follows:

| | |
|-------------|--------|
| Reinsdorf | 1050 t |
| Gessen | 800 t |
| Eilenburg | 750 t |
| Troisdorf | 675 t |
| Sibie | 625 t |
| Wolff & Co | 415 t |
| Ueckermünde | 400 t |
| Krussel | 329 t |

The following could be considered for the production of powder containing solvents, if I have been informed correctly:

| | | |
|-----------|--------------|-------|
| Reinsdorf | with approx. | 700 t |
| Moschitz | " " | 700 t |
| Rottweil | " " | 350 t |
| Walaroda | " " | 230 t |

(trans.note: handwritten note:
see letter from Dr. Gajowski
to Dr. Mueller of 3 Feb.
illegible initial)

(page 11 of original)

I.G. FARFABRIKATIONEN AKTIENGESELLSCHAFT, ROTTWEIL

| | | |
|------------|-------------|------|
| our ref. | Date | Page |
| A.I.No.148 | 29 Jan 1940 | 3 |

| | | |
|----------|--------------|-------|
| Sibie | with approx. | 1 t |
| Moschitz | " " | 45 t. |

Since Troisdorf is also the agency for the IG plants to which all delivery schedules and all accounts are sent, Troisdorf is in my opinion the one and only agency which can undertake the distribution of the gun cotton in collaboration with the Office. If Director Dr. Propach wishes to appoint some other agency to deal with this order to relieve him, one could surely consider charging the plant manager there, Dr. Walter, with this.

I would ask you to refrain from appointing Rottweil to the distribution for the reasons given above.

With kind regards I remain

Yours very truly
(signature) OSTERBURG.

(trans.note: handwritten note: Passed to Frl. Dachme, Secretariat Dr. Ilgner, by telephone on 31 Jan 1930, to pass on to Dr. Gajowski. illegible initial)

(page 12 of original)

I.G. FARFABRIKATIONEN AKTIENGESELLSCHAFT

| | | | |
|-----------|------------------|----------------|-------------------------|
| Telegrams | Telephone | Business hours | Accounts |
| Aufseide | Rottweil No. 241 | Mond.-Friday | Reichsbank Giro Account |
| | | 0730-1645 | Postal checking account |
| | | Sat. 0745-1200 | No. 984 Stuttgart |

| | | | |
|-----------|------------------|----------------|-------------------------|
| Telegrams | Telephone | Business hours | Accounts |
| Aufseide | Rottweil No. 241 | Mond.-Friday | Reichsbank Giro Account |

Mailing address: IG Farbenindustrie Aktiengesellschaft Rottweil works,
Rottweil a.H. (Wuert) Post Box No. 54.

PERSONAL (trans. note: initial
G (for Gajewski))

~~SECRET~~

To

Director Dr. G a j e w s k i
I.G. Farbenindustrie Aktiengesellschaft
Film Factory

M o l f e n / Kreis Bitterfeld.

Your ref: Your letter of: Our ref: (please quote in reply) Rottweil a.H.,
Dr. G./K. (Wuerttemberg)

12 February 1940.

Re:

(Trans. note: stamp:
Secretary Dr. Gajewski
14 February 1940.)

Dear Herr Doctor Gajewski,

Enclosed I am sending you my file memo on the conference in Troisdorf on 5th inst. In the afternoon I also had an opportunity of talking to Dr. Paul Mueller about these questions in detail, and he urgently requested me to obtain your agreement that Rottweil should be permitted to help. There is great reluctance to use Walerode for this purpose.

The new men to be employed by Rottweil would immediately be engaged with a contract from EAG. I do not consider the burden on Rottweil to be so great, particularly since the Construction Bureau Munich is responsible for the procurement of labor. On the other hand I think that it is of advantage to Rottweil to maintain connections with the new works until they are able to stand on their own feet.

May I ask you to inform me if under these circumstances you are able to approve my taking part. Since the procurement of personnel is very urgent I have told Troisdorf to expect your decision on this matter this week.

I heard that you were away last week; that is why this letter is only being sent off to-day.

With the German Salute
yours very truly

(signature) Osterburg.

(page 13 of original)

Rottweil, 7 February 1940.

F I L E M E M O.

on my visit to T r o i s d o r f on 5 February 1940.

SECRET

The following took part in the conference:

Director Dr. PROPACH
Director SCHINDLER
Oberingenieur HEWIER
Dr. OSTERBURG

69440

First Dr. Propach explained the reasons why he found himself forced to undertake a certain amount of decentralisation in the administration of the many works which had been newly constructed for the Office. It is absolutely impossible for Troisdorf to look after all these plants centrally and therefore it is intended to hand the supervision of these plants over to an existing old factory in each case for the early starting period. In this way Kraussel for instance is to look after military explosives, Troisdorf certain special military explosives and Schlebusch civil explosives.

Since up to the present Troisdorf has worked closely together with Rottweil on all questions connected with nitro-cellulose, Dr. Paul Mueller has expressed the wish that Rottweil should be made available to train the new personnel. The two factories in question are located within a 100km radius of Munich. They are:

| | |
|----------|-------------------------|
| Plant 21 | Yold near Ingolstadt |
| Plant 25 | Indwig near Kaufbeuren. |

The capacities of these plants are:

| | |
|----------|--|
| Plant 21 | nitro-cellulose factory at 800 tons per month powder |
| | nitro-cellulose factory at 470 tons per month |
| Plant 25 | nitro-cellulose powder factory at 420 tons per month. |

(page 14 of original)

I do however believe that this connection with the new plants could be of great value to the powder plant Rottweil in future, particularly also for the replacements. This type of temporary supervision is not too great

(page 15 of original)

a burden and we only recommend it.

(signature) Osterburg

CERTIFICATE OF TRANSLATION

I, DOROTHEA L. GALEWSKI, ETO 34079, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of excerpts from Document No. NI-13533.

DOROTHEA L. GALEWSKI,
ETO 34079.

E N D

Case 6
sep. Engh.
4

TRANSLATION OF DOCUMENT NO.
NI-13513 OFFICE OF CHIEF OF
COUNCIL FOR WAR CRIMES

Exh. # 1938

FILE MEMO

(Translator's Note: Illegible handwritten note.) (Stamp: F.P. - 5 Aug. 1938)

Re: Our Ref.: Berlin W 7
Dynamit-Aktion-Gesellschaft, Dept. Ka/P.
vers. Alfred Nobel & Co., Troisdorf Unter den Linden 62
4 August 1938.

For Dr. Ritter, Reich Office for Economic Development, called on Dr. Krauch's orders and informed us that a temporary credit was becoming necessary as part of new building plans of the DAW, Troisdorf, about which Dr. Krauch has also already spoken to Gohlmeyer Schmitt, and that the following amounts would actually be required:

| | | |
|--------------------------|------|------------|
| August 1938 | 3,5 | Million RM |
| September 1938 | 5,2 | " " |
| October 1938 | 7,7 | " " |
| ----- | | |
| total | 16,4 | Million RM |

The DAW requests that these amounts be made available to the company in the form of advances from the Deutsche Landeskbank AG until it has been clarified in what way the financing from Reich funds, which has been approved in principle, is to be carried out. It is possible that this matter will already be cleared up shortly so that it would not be necessary to use the September and October amounts at all.

I have promised to discuss this matter immediately with the Landeskbank and to inform Dr. Ritter. Troisdorf will for the time being be informed by the Landeskbank.

signed: (Signature)

Distribution:
Dr. Frank-Fahle
v. Moister
Dr. Ritter/Reich Office for Economic Development, Berlin W 9, Saar-
landstr. 128.

CERTIFICATE OF TRANSLATION

I, DOROTHEA L. GALEWSKI, NYC NO. 34079, hereby certify that I am thoroughly conversant with the English and German languages, and that the above is a true and correct translation of document NI-13513.

DOROTHEA L. GALEWSKI
NYC NO. 34079

Case 6
sep 6
Dr. Ing. E.H.

TRANSLATION OF DOCUMENT No. WL-13528
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

EX #1939

Dr. Ing. E.H.
OSKAR WOLFF
Walaroda

Walaroda, 24 September 1936.

(Trans. Note: handwritten
noted 137/5-1

29 Sept 1936

38550b

stamp: Secretariat Dr. Gajowski
initial G (for Gajowski)

handwritten: answered 29 Sept 36
illegible initial.)

To
Dr. Fritz Gajowski
IG Farbenindustrie Akt. Ges.

Wolff & Knecht, Bitterfeld.

Dear Herr Doctor,

With reference to the enclosed carbon copy of my letter of 16 September 1936 to Geheimrat Dr. h.c. Schmidt, Berlin, to which I have not yet received any answer, nor did I definitively expect one, I am taking the liberty of asking you whether you could tell us a member of IG who would be willing and suitable to advise us with regard to the contracts in question which are to be concluded with the Montan-Gesellschaft.

With kind regards
yours truly
(signature) Oskar Wolff

1 enclosure.

(page 3 of original)

(trans. note: handwritten notes:

with 137/5-1

24 September 1936

29 September 1936

stamp: Secretariat Dr. Gajowski
38560 b

Berlin, 16 September 1936

Strictly confidential!

To:
Geheimrat Dr. h.c. Schmidt;
I.G. Farbenindustrie Aktiengesellschaft
Berlin
Unter den Linden 78.

Dear Herr Geheimrat,

At the beginning of this year the Reich War Ministry approached us and inquired whether we would be willing to erect a Pol-powder factory for our own account on a site which seemed very suitable to them and which was situated near our powder factory Berlitz, (most of the land belongs to us), if prospects of continuous orders for this type of powder were held out (but not assured by contract).

We discussed this with the Chairman of the Aufsichtsrat of that

time, Professor Flechtheim, and agreed with him that we could not accept such a proposal, which would require the expenditure of several million marks, particularly in view of our financial situation which made it seem impracticable for us to raise any more loans. We therefore rejected the proposal of the Reich War Ministry at that time, giving the reasons for this.

To-day the Reich War Ministry has written to us and states that it was intended to build a so-called stand-by factory (Bereitschaftsfabrik) on the site in question, which is recognized as being very suitable with State funds; this factory is to have a monthly production capacity of 1100 tons Pol-powder, and it is estimated that 25-30 million marks will be expended on this.

The execution of the construction will be put in our charge again; an appropriate recompense, also the administration and supervision of the finished factory and lastly also the operation of the plant as soon as that is started.

The rather complicated contracts for this have been submitted to us and we have been informed that these were drawn up on the lines of a number of contracts with other firms of the war industry. I think I am right in believing that the

(page 3 of original)

Dynasit AG in Troisdorf has also concluded identical or similar agreements.

In any case these agreements do not impose any financial obligations on us, but are rather a source of not inconsiderable income.

The demands made on us personally as trustees of the State are considerable in this respect, but of course we cannot refuse the honourable request of the Reich War Ministry.

We are at present studying the agreements submitted to us which still have to be altered somewhat on some points and adapted to local conditions. The officers concerned of the Reich War Ministry have promised us to be as accommodating as possible with regard to such applications from us.

As soon as the agreements have been drawn up accordingly, we will take the liberty of submitting them to you.

Unfortunately we can not approach Professor Flechtheim because of the fact that we are obliged to maintain secrecy and he is no longer a member of the Aufsichtsrat. At the request of the Reich War Ministry we will in the meantime, already start negotiating with various land-owners about the acquisition of their estates which are to be ceded to the State. The construction of the plant is to be started as soon as possible. We are actually able to do this since we are operating a construction bureau through which we have for the past year been carrying out the construction of a stand-by factory for nitrocellulose powder situated near our existing factory of the same type for account of the Reich War Ministry.

I am sending Dr. Paul Moeller a carbon of this letter.

3
TRANSLATION OF DOCUMENT NO. NI-13528
Cont'd -----

With kind regards
yours very truly

signed: Oskar Wolff.

CERTIFICATE OF TRANSLATION

I, DOROTHEA L. GALEWSKI, ETO # 34079, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. NI-13528.

DOROTHEA L. GALEWSKI,
ETO # 34079.

E E D

-3-

E E D

Exh. # 1940

Case 6
sup. 6
To :
Director Dr. Gajewski
Frankfurt/Main

(trans.note handwritten
initials) DaG

13 March 1937. W/S

To :
Director Dr. Paul Mueller
Dynamit-Aktiengesellschaft
vormals Alfred Nobel & Co.

T r o i e d o r f
(District of Cologne)

(trans.note handwritten
initials : G
Zs

(stamp) : Secr. Dr. Gajewski
Rec'd : 13 March 1937
JMSW :

(stamp) : 43086

My dear Doctor,

Thank you very much for your letter of * 12 March 1937. I regret that you yourself are not able to take part in the meeting but I appreciate your being able to send Director Dr. Prosch and Director Veith.

The statement in my circular of 11 March that your plants have complained to the supervisory office about not receiving deliveries was based on the letter of your Purchase Department, Troisdorf, dated 1 February 1937. This letter states literally at the end : "Within the frame of this obligation (to the Army Ordnance Office) we reserve the right to address ourselves within the next few days to the Supervisory Office 'Chemistry' directly".

On the basis of this letter and on the basis of Dr. Ungewitter's oral confirmation that this step had been undertaken, I had to reach the conclusion which I put down in my circular of 11 March.

In regard to my remark that your large consumption was not announced to us, I wish to say in the way of an explanation that it is correct that your Purchase Department has always announced to us the needs of your plants one month in advance. Because of the unexpectedly great increase of your requirements, this naturally did not help because we expected you to announce your requirements to us at least one year ahead.

* 43018

(Page 2 of original)

so that we could undertake the necessary measures in our 80g plants. In view of the present difficulties in procuring material, greatly increased requirements which are announced only a short time ahead cannot be fulfilled even with the best of intention without hurting other consumers.

I do not know whether, on the basis of the enlargement of your plants in the other direction you yourself were in a position to announce to us much earlier your 80g requirements or whether that was not possible because of the negotiations with the Army Ordnance Office. We will have an opportunity to discuss this matter with your gentlemen next Tuesday. If you could not announce the requirements this means that there exists, here too, a lack of synchronization in starting the operations of the plants for finished products and the plants for the required preliminary products. I hope, dear doctor, that with the above lines I have given you an explanation for the contents of my circular of 11 March.

With the German salute !

Very truly yours,

(stamp) : sig : Wurster.

(Page 3 of original)

DYLANIP-KITL-KW-BILSCRAFT
vormals Alfred Nobel & Co.

(trans. note:
handwritten
initials): Es.

Dr. Paul Mueller

To : Director Dr. Gajewski
Wolfen, District of Sittverfeld
for information.

TRUISDORS, 12 March 1937

(stamp) : 43015

(stamp) : Secr. Dr. Gajewski
Rec'd : 15 March '37
answ :

(Page 4 of original)

No. 863

(Trans. note, handwritten
initials) : D.A.G.

To :
Dr. Carl Wurster,
I.G. Farbenindustrie
Aktiengesellschaft,
Ludwigshafen/Rhine

12 March 1937
(Trans. note, handwritten
initials : G
Es.)

(stamp) : Secr. Dr. Gajewski
Rec'd : 15 March 1937
answ : by Dr. Wurster
13/III (43056)

Dear Dr. Wurster,

SUBJECT : Sulfuric acid supply of IG Farben.

I herewith gratefully acknowledge receipt of your kind letter of 11 March. I must put considerable stress on correcting a mistaken opinion of yours. You write that, because of a complaint of my plants to the appropriate Reich agencies compulsory rationing of sulfuric acid was imposed on IG. Never would we have acted so unloyally or rather incorrectly towards IG and I herewith must refute this accusation politely but emphatically. The actual facts are as follows :

The Army Ordnance Office gave us the strict order to inform it continuously if the required production quota could not be reached or seemed endangered. Several times we informed the appropriate IG offices of this fact so that they were fully informed in regard to our duties towards the Army Ordnance Office. In those cases in which we could not fully complete the assigned orders, we were, therefore duty-bound to report to the Army Ordnance Office the amounts which would apparently be lacking and what was the reason for the deficiency.

* 42932; see 54/3 - 31

(Page 5 of original)

2. 12 March 1937 to Dr. Wurster, I.G., Ludwigshafen.

This and nothing else has happened. I emphasize that from our side no steps were undertaken with the Supervisory Office Chemistry. If, therefore, on the basis of reports to the Army Ordnance Office, situations arose which are unpleasant for IG, we must refuse to accept any responsibility.

Unfortunately I, myself, am absolutely unable to take part in the Frankfurt meeting on 18 March. I requested, however, Director Dr. Propach and Director Veith to represent me and I emphasize that I have given both gentlemen complete authority to act in my behalf.

And, dear Dr. Wurster, I also must refer to a sentence in your circular to the authorities concerned. In this circular you expressed the idea that the large consumption of the D.A.G. plants had not at all been reported to you. Actually the situation is that our Purchase Department regularly informs the places named to us as being the offices concerned - namely the IG sales combine Berlin and Leverkusen - about the requirements for the month in question. Dr. Propach and Mr. Veith will, of course, have an opportunity to supplement and to prove these statements orally.

You will understand, dear Dr. Wurster, that, in view of the grave accusations made against us, I am sending copies of this letter to all places that were referred to in your circular.

With the German salute,
Very truly yours

(stamp) sig : Dr. P. Mueller.

CERTIFICATE OF TRANSLATION

I, John J. Boll, AGO No. A-44412, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document No. MI-13571.

John J. Boll
U.S. Civilian
AGO No. A-44412

CASE 6, EXHIBIT VI

Doc. No. VI - 1479 (Prosecution Exhibit 1479)
never distributed.

Description: Chart of turnover, 1944 - 1945.

Case 6
up. list.
g

COPY OF DOCUMENT No. NI-14499
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

AFFIDAVIT

Exh. # 1942

I, Dr. Ernst A. STRUSS, residing in Frankfurt (Main) at Gaertnerweg 69, director of I.G. Farbenindustrie from 1934 to 1945; Chief of the Tea Bureau from 1926 to 1945; Manager of Division II (Sparte II) of Varnischungestelle W; and from 1943 to 1945 Production Manager of the entire German dyestuff industry within the framework of the Economic Group Chemical Industry, after having first been warned that I will be liable for punishment for making a false statement, state as follows under oath, of my own free will and without coercion, the following:

I have been shown three charts which have been identified as T-1000 Exhibits Nos. 47, 48, and 49. These charts were drawn under my direction and indicate in graphic form the turnover in Reichsmark of the products produced by each of the three Sparten. The charts show the turnover from 1926 through 1939. With respect to T-1000 Exhibit No. 49, I have not shown -- under Sparte III -- any facts relating to the turnover of DAB.

I have also been shown a photostat of a chart which is identified as NI-14273. This photostat also shows the turnover in graphic form of the products of each of the three Sparten. In addition, these graphs show the turnover of the affiliated plants of Sparten I, II, and III as far as they were reported to the Tea Bureau.

With respect to Sparte III, this chart shows the turnover of explosives produced by DAB for the period from 1930 through 1943; and also the ammunition turnover in the military sector until 1940. This chart, NI-14273, is a photostatic copy of an original document of the Tea Bureau files.

(signed) : Dr. Ernst A. Struss

DR. ERNST A. STRUSS

Sworn to and signed before me this 25th day of February 1949 at Frankfurt (Main), Germany by Dr. Ernst A. STRUSS, known to me to be the person making the above affidavit.

(signed) : Karl Kalter

Karl Kalter
U.S. Civilian, D-231664
Office of Chief of Counsel
for War Crimes, U.S. Dept.
of the Army.

C E R T I F I C A T E

I, John J. BOLL, AGO No. A-44412, hereby certify that the above is a true and correct copy of Document No. NI-14499 the original of which is in the English language.

John J. BOLL
U.S. Civilian
AGO No. A-44412

"END"

Case 6
sep. 26

CERTIFICATE EX #1943

I herewith certify that the files of the former
Supreme German Taxation Court (Reichsfinanzhof) in the
turnover tax litigation of the Dynamit Nobel A.G. Troisdorf,
for the taxable year 1938, were taken by me at the Court's
building in Munich, and that Document NI-11746 contains
the following excerpts from this file:

Page of the
English
Kineograph

| | |
|--|----|
| Decision of the lower Court, dated 19 July 1939, (Finance Office Siegburg) holding that DAG was not dependent on Farben - financially or economically (which decision was reversed by the Supreme Court)..... | 1 |
| Petition on Appeal of DAG to Supreme Court, dated 20 November 1940, from this decision | 11 |
| Further petition by DAG dated 20 September 1941, in support of appeal..... | 24 |
| Further petition by DAG dated 13 December 1941, in support of appeal..... | 35 |
| Opinion of the Reich Minister of Finance, dated 23 October 1943, addressed to Supreme Court..... | 40 |
| Judgment of the Supreme Court, dated 26 November 1943, reversing decision of lower Court..... | 44 |

22 January 1948

/s/ Otto Heilbrunn
OTTO HEILBRUNN
Office of the Chief of
Council for War Crimes
U. S. War Department

-1-

END

"A TRUE CERTIFIED COPY"

Be

TRANSLATION OF EXCERPTS FROM DOCUMENT NO.
NL-11746
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

(page 4 of original)

Oberfinanzpräsident, Cologne
A I 384/39 R 65/40

Cologne, 3 September 1940

Decision in the matter of the Appeal

In the case concerning Turn-over tax, Dec. 1938,
Dynamit A.G., formerly Alfred Nobel & Co.

Troisdorf, Cologne District,

the following decision is made on the contested decision of
19 July 1939
of the Siegburg Finance Office,
the appeal having been referred to the Reich Finance Court in Munich:

The appeal is rejected.

The person subject to tax will bear the costs.

The amount in dispute is fixed at RM 18,640.—.

RFB
A26

Instructions on Means of Redress.

(page 5 of original)

Instructions on Means of Redress.

The appeal must be submitted in writing or put on record within one month at my Office for Property and Sales Tax Appeals and must be substantiated in writing or for the record within two months, likewise from the day on which the decision is made known. The appeal referenced given in the heading of the decision is to be quoted. All written statements pertaining to the appeal are to be submitted in duplicate.

The address of my office is: The Oberfinanzpräsident, Cologne, Office for Appeals (Property and Sales Tax), Cologne 16, Northstr. 1, Post Box 29.

According to paragraph 288 of the Reich Tax Ordinance the appeal can only be based on the claim that the contested decision was arrived at through non-application or wrongful application of

(Page 5 of original, cont'd)

existing law or misconstruction of the clear text of the documents or that the procedure was essentially faulty.

I refer to the paragraphs 249, 289 and 290 of the Reich Tax Ordinance.

Reasons.

The point in dispute is whether Dynamit A.G. (DAG) Troisdorf is an "Organgesellschaft" of I.G. Farbenindustrie (I.G.). The Siegburg Finance Office has answered this in the negative, and accordingly, has ruled that the turn-over affected by the two firms (December 1933) shall be subject to Turn-over tax ((Handwritten Note) that is the delivery of Nobel products to I.G. (Rest illegible)).

The appeal by the person subject to tax is not substantiated.

The claim to recognition of the Organschaft existing between DAG/I.G. for the purpose of Turn-over tax is mainly based on the Community of Interests Agreement (I.G. agreement) concluded between these two companies. It is necessary, therefore, to present the facts which led to the I.G. agreement, as well as its purport and its effects before entering into a detailed discussion of the organizational, financial and economic dependence.

DAG, one of the oldest explosives works, was one of the leading members of the so-called General Cartel of German Powder and Explosive Factories. The explosive plants which made up the General Cartel to a large extent received their raw materials from the chemical plants belonging to the Interessengemeinschaft of the German Coal-tar Dye-stuffs factories. In 1917 these deliveries led to an agreement, concluded at the end of 1917, which, however, had to be dissolved at the end of the war. The developments of the post-war period were

(Page 6 of original)

unfavorable to the Explosives Group comprised in the General Cartel. Therefore, Koeln-Rottweil A.G., closely linked with DAG, as well as Wolff & Co., Waldeck, changed over to artificial silk production. Simultaneously with the change from the Goldmark standard, DAG was forced to carry out a stabilization project, and accordingly on 20 November 1924 the following reductions were made: preference shares amounting to 125,000,000.— RM in the proportion of 1,000:1, to RM 125,000.— and original shares amounting to 250,000,000.— RM in the proportion of 25:3 to RM 30,000,000.—. In order to reduce still further the burden on the DAG Group new original shares to the value of 7.5 million RM were issued on 17 December 1925 and taken over by Groups of the Imperial-Chemical-Industries Ltd., London, and Dupont de Nemours in Wilmington, U.S.A. which were friendly to DAG. That was the position when negotiations were started with I.G. which had meanwhile been set on foot through the merger of the chemical factories which made up the Interessengemeinschaft of German Coal-tar Dyestuffs factories. Through fusion, I.G. incorporated Koeln-Rottweil, in whose

* (Translator's Note: According to the definition given in the Ordinance pertaining to the Turn-over Tax Statute, dated 17 October 1934, an "Organgesellschaft" is "a legal entity which is subordinated to the will of a firm in such a way as not to have a will of its own.") (Reich Legal Gazette, 1934, Part I, p. 948, column 1.)

(page 6 of original, cont'd)

cellulose (Vistra) business, developed on a basis of artificial silk, I.G. was particularly interested. As a condition of this help which enabled the D.G. to produce more, I.G., on the basis of the 99-year Interessengemeinschaft agreement with profit pooling concluded within the General Cartel, drew up the I.G. agreement, which was entered into on 19 September 1926 between I.G., its bank, the Deutsche Landesbank, on the one side, and D.G. on the other. Through this agreement close relations developed.

Its main points are:

1. D.G. to conduct its business to the greatest profit of the Gemeinschaft. Before undertaking any business which exceeds the ordinary scope of its trade, D.G. must obtain the approval of I.G.. This does not detract from the legal and statutory responsibility of D.G.'s Vorstand and Aufsichtsrat members.
2. D.G. to transfer its profits or losses to I.G. in accordance with definite rules which have been agreed on. In return, I.G. to provide D.G. with the amount necessary to pay its original shareholders a dividend of half the I.G. dividend as well as the Aufsichtsrat percentage of the profits.
3. If I.G. undertakes a capital increase with preferential rights for shareholders, the Landesbank will offer new I.G. shares to D.G. shareholders to half the amount of their D.G. shares under the same conditions as for I.G. shareholders.

(page 7 of original)

4. I.G. shall at any time be entitled to demand the fusion of DaG (Dynamit Actien Gesellschaft) with I.G. in such a way that DaG-shares will be exchanged at half the nominal value of I.G. shares. Should the General Meeting of DaG reject the demand for fusion, I.G. shall be entitled to terminate the I.G.-contract at the end of the current business year; furthermore, it shall be entitled to demand from DaG possession of the entire available property, buildings, apparatuses and participations (such for instance as patents and stocks) or part thereof at the book value of the last balance-sheet, regardless of whether the IG contract is terminated or not.
5. This contract shall remain in force as from 1 January 1936 until 31 December 2024.
6. The Leontarbank undertakes to exchange DaG shares for IG-shares at half the nominal value upon application by DaG shareholders.
7. The DaG surrenders its share in the Alstrom-Fabrikation G.m.b.H., Hamburg, at the nominal value to I.G. or to an agency indicated by the latter, since DaG has previously transferred to Alstrom several participations as mentioned in detail.

The IG-contract will have the effect that the DaG

- a) will remain independent, legally
- b) will retain its full freedom of will and action within the scope of its regular business activities,
- c) that its administrative bodies, Aufsichtsrat and Vorstand, will remain fully responsible,
- d) in conducting business will aim at securing optimum benefits for the combine i.e. that in practice, in addition to looking after its own interests in business operations, it will make sure that such operations are not detrimental to IG interests.

The resultant pooling of profits and guaranteed dividends entail the application of uniform principles of bookkeeping and drawing up balance-sheets in order to establish a common basis for the pooling of proceeds.

The obligation of Leontarbank to offer new IG-shares to DaG shareholders and to exchange DaG-shares for IG-shares only indirectly affects the relationship between DaG and IG inasmuch as by the exchange of DaG-shares for IG-shares IG-holdings in DaG-shares may be increased.

The transfer of Alstrom-shares to I.G., however, is essential because all preferred stock has been deposited with Alstrom

(page 8 of original)

and in this way is indirectly controlled by I.G.. Originally, the preferred stock amounted to 125,000,000 Marks and, in accordance with the decision of 20 November 1934, they were reduced or readjusted at the ratio of 1000 : 1, i.e. 125,000 Marks. In addition to its indirect 100% possession of DaG preferred stock, I.G. also holds an increasing portion of DaG common stock, at first held indirectly via Leopold Gosselin & Co., a corporation of which IG controlled 80% till 31 December 1937. From that date DaG common

(page 6 of original, cont'd)

stock thus held via Casella become IG's direct property.

The following chart shows the development of DaG common stock and IG holdings thereof:

| Date | DaG Common Stock nominal value | of which | | in cir- cula- tion | of which in possession of I.G. | | |
|-------------|---|--|-----------|-----------------------------|--------------------------------------|---|---|
| | | DaG's Own property | | | Nominal Value | Column 5 per- centage of col. 3 | Column 6 per- centage of col. 4 |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | |
| 20 Nov. 24 | 250 million M. 220 " " M. | - | 250 | - | - | - | |
| | 30 million M | Reduction of at 25 : 3 | | | | | |
| 17 Dec. 25 | 2.5 " " | increase of capital, subscribed by I.G.I. | | | | | |
| | 37,5 " " | and Dupont & Demours | | | | | |
| End of 1927 | | ? | 37,5 | 9457920 ^x | abt. 25 % | ? | |
| April 1930 | | ? | 37,5 | 16323000 ^x | abt. 27,5% | ? | |
| 29 June 31 | 2.5 " " 47 million M | Increase of capital for exchange purposes on the occasion of the amalgamation of the DaG subsidiary company. | | | | | |
| End of 1935 | | 1838700.4 | 43.613 00 | 19755600 ^x | 43% | 45.9% | |
| 28 June 39 | | 1838700.- | 51.613 00 | 1686500 ^x | 46.13% | 48.02% | |

^x) through Casella

As shown by the Chart, by the middle of 1939, IG directly controlled 46.02% of the common stock in circulation and 36.13% of the total common stock of DaG as well as indirectly controlling 100% of the preferred stock. IG controls approximately 61% of the voting stock.

The actual objective of the alliance between IG and DaG as defined in the IG-contract, was in the technical field. IG., with its manifold production program, combined the expanding artificial silk and cellulose wool business

(page 7 of original)

of the Koein-Hottweil A.G. by fusing the latter with its own synthetic fibre business. IG transferred its powder and explosives production to DaG, thus effecting technical rationalization for the purpose of achieving the optimum profit within the scope of the combine. Furthermore, the field of plastics was assigned to DaG. Exchange of experimental data was also covered by the technical field since both partners of the combine were reciprocally suppliers as well as customers of each other.

Within the framework of the combine a number of organizational measures, designed to promote the objectives of the combine, were evolved. Some members of the Vorstand of one partner were designated

(page 9 of original, cont'd)

to the Aufsichtsrat of the other. Both partners are represented by their executives in the various committees designed to achieve a uniform industrial and production policy. The partners' liquid funds will, whenever possible, be concentrated at one place viz. at the IG's domestic bank - the Leontarbank - and distributed from there. Uniformity of the accounting system and the principles for making out the balance sheets of the partners will be ensured by the aforesaid committees, and so on.

From the state of affairs as explained, the following results in the question of the turnover tax of the DaG v. IG combine have been arrived at:

1. Organizational:

Organizationally, the dependence of DaG on IG. may generally be considered an established fact.

- a) The IG-contract secures IG. influence on the bookkeeping and compiling of the balance-sheet of DaG.
- b) DaG's financial plans will have to be approved by IG.
- c) The member of the IG-Vorstand, Geheimrat, is within the IG-Konzern the chief of Spezial Plastic and Explosives i.e. thus also for the business operations of DaG. In matters of arrangement, however, he cannot exercise any influence. Matters of arrangement are nowadays of special importance for DaG.
- d) The IG-Vorstand members, Geheimrat SCHMIDT and Geheimrat BOSCH (died in the spring of 1940), are in the Aufsichtsrat of DaG.
- e) The higher employees of DaG and of its subsidiary companies are hired with the approval of IG. Their salaries are fixed by DaG in agreement with IG. in order to ensure a certain uniformity within the IG-Konzern.

(page 10 of original)

- f) The Technical Committee (Ta.) of IG. also exercises influence on DaG, not, however, in arrangement problems.

Contrary to IG practice, IG. does not charge the prices customary within the IG-Konzern for inter-office accounts to DaG nor to Wessing and Lignose, but the ordinary prices charged to any third party, except for a higher discount etc. then is granted to other customers, for the sake of uniform treatment of the Explosives Group DaG-Wessing-Lignose of which Lignose does not belong to the IG-Konzern.

2. Financially:

IG's financial participation in DaG though far-reaching, is, not of such a nature as to be described as a financial incorporation of DaG into I.G. As has already been shown, IG capital participation amounts to 100 % direct holding of preferred stock, through Aktiva (Organic part of IG.) and 48.02 % of the common stock held directly according to the highest estimate, i.e. approximately 51% of the votes, after deducting stock held by the DaG itself. This majority is insufficient to enforce the fusion claim reserved to IG. according to article 4 of the IG-contract. The surveys of the shares represented in the General Meetings of DaG, which were presented in connection with the action of appeal do not militate against this statement. A great number of smaller, medium and larger lots of shares were re-

sufficient to enforce the fusion claim reserved to IG. according to article 4 of the IG-contract. The surveys of the shares represented in the General Meetings of DaG, which were presented in connection

(page 10 of original, cont'd)

presented by a few banks as foreign property. According to everyday experience it may safely be assumed that these indigent votes will, as a rule, tend to be in favor of proposals submitted by the administrative body in view of the guaranteed dividends. According to the same everyday experiences it may, also be assumed with a probability bordering on certainty that in case of IG's demand for fusion, most of the independent shareholders would no longer leave the voting to the discretion of their banks, but a rule would side with the opposition group of free shareholders then emerging in order to safeguard such of their interests as are affected by the demand for a fusion (for instance secret reserves in property not affected by IG's claim to cession). As long as IG does not control the requisite three-quarters majority, one cannot speak of a financial domination over DaG. In this connection attention should also be paid to the fact that according to article 4, section 6 of the statutes of DaG, the preferential shares

(page 11 of original)

endowed with 120-fold voting right, may be withdrawn by termination or redemption. The pooling of profits stipulated by the IG-contract, cannot be considered as proof of the financial incorporation since such profit-pooling contracts are also entered into by groups of corporations where the parties are equal partners. The fact that IG has refrained from claiming the full profits does not, *prima facie*, speak in favor of assuming financial incorporation; failing further knowledge of the motives the reasons cannot be clearly appraised. There is much to be said in favor of the assumption that this was done in order to enable DaG to finance expansion of its plant facilities. The fact that whenever larger funds were needed, as during the last years of rearmament, DaG became a debtor of IG, or the Landersbank, is not an unusual phenomenon with closely allied corporations. This does not warrant the deduction that a financial incorporation existed. Undoubtedly, DaG would be in a position to obtain credits also from third banks.

3. Economically:

The question whether the DaG is economically dependent on IG has to be answered in the negative. The organizational links between DaG as well as substantial IG participation in DaG entail a certain degree of internal dependence, which might also create the impression of an economic dependence. These close links do not, however, extend to the point of reducing DaG to the status of a subordinate department incorporated into IG without a volition of its own. Detached from IG, and by itself, DaG can be viewed as a separate economic establishment. The juridical independence of DaG with all its consequences is beyond any doubt. Viewed from the outside the DaG acts as an independent enterprise. In a law-suit brought against it by its shareholder RAKEN, the DaG, according to the verdict of the Provincial Court of Hamburg, dated 16 February 1933, refuted RAKEN's contention that "The defendant, i.e. DaG Vorstand and Aufsichtsrat, were nothing but administrative bodies of IG-Farben A.G. They were entirely dependent on IG-Farben" by asserting: "that neither the freedom of action of the Vorstand and of the Aufsichtsrat of the defendant was unduly restricted by the contract". RAKEN's contention

(page 11 of original, cont'd)

was nonsuited. The court's opinion, recorded on pages 15/17 states: "The plaintiff believes himself justified in concluding from the provisions of the Interessengemeinschaft contract that the defendant is merely an executive organ of IG-Farben. The court is unable to enforce plaintiff's opinion. The statement that

(page 12 of original)

according to the Interessengemeinschaft contract only IG-Farben has any say in the defendant corporation is incorrect. A mere IG-Farben consent is mandatory only in cases of transactions transcending the scope of normal business operations. Defendant's freedom of decision has thus been restricted only in one clearly defined point in a case, outside the sphere of defendant's present operations. Such an obligation as left over in a contract is not an extraordinary and is in no way to be considered as inadmissible. Continuation on page 18 reads: "Even if IG-Farben controlled the majority of shares or would be in a position to exercise decisive influence on them - the defendant contested, and the plaintiff did not substantiate this assertion - this would also be quite proper etc. ."

Though the legal arguments of the verdict are not applicable to the conception of "Organenschaft" as defined for taxation purposes, the fact remains that DaG is not conscious of its volition to be restricted by the IG contract to such an extent as to feel dependent. Certain closer ties which developed in the course of time in DaG's relations to IG, as for instance the obligation to obtain the Technical Committee's (TA) consent for investments involving more than 10,000.— or submission of financial plans for approval, belong to the field of organization and finance. They do not spring as corollaries from the IG contract. Such organizational measures are after all to be found in all combines without necessarily involving conditions of predominance. The measures regulating production do not spring from any combination but are the outcome of cooperation as such and cannot therefore be regarded as arguments for the domination of DaG by IG. All combinations and alliances, even if the parties are equal partners, imply the parties' renunciation of their independence in all such points as are the object of and settled by the combination. In this connection reference has to be made to the compulsory amalgamations ordered by the state in war industries in pursuance of the Four Year Plan, amalgamations frequently depriving the enterprises concerned of a considerable part of their independence without releasing them at the same time to the status of economic dependence. Especially IG's right to claim fusion of DaG or if this claim is refused, their right to take over DaG's plants

(page 13 of original)

etc. at book value, does not impair DaG's economic independence. Though DaG would in this case lose its most important assets it would in return receive the monetary equivalent of their book value. It would remain as a business corporation in a position to continue as a kind of stockholding company. Should in such a case IG fail to terminate the IG-contract, then DaG-proceeds will as before have to be remitted to IG, which in turn will supply DaG with the amounts required for payment of dividend's

(p. 13 of original, cont'd)

amounting to half of IG's revenues. If IG, however, should terminate the IG-contract as it probably would in this case, DaG would be completely independent.

In appraising the asserted economic dependence of DaG a remark by Dr. SCHMIDT, Director of DaG is worthy of note. According to this statement, IG will rely on DaG's export rights concerning any change of production methods in the manufacture of explosives.

The "Gesellschaft für Fortwärtung chemischer Erzeugnisse" which comprises a considerable part of DaG's essential business, being no longer a sub-company of DaG within the meaning of the turnover tax law, cannot, for tax purposes, be covered by a controlling relationship (Organverhältnisse) between DaG and IG notwithstanding DaG's 100 % participation in the G.F.E., and the fact that some of DaG's and the G.F.E.'s executives are identical. This fact also militates against the assertion of DaG's economic dependence. The other important essential business of DaG is so exclusively covered by DaG independent from IG, that in this field DaG's economic independence can be taken for granted.

In the light of the relationship between DaG and IG, as revealed by thorough examination of business operations, and many verbal negotiations, no such far reaching dependence of DaG from IG can be established as would warrant classification of the DaG as a subordinate company (Organesellschaft) within the meaning of the turnover tax law. Notwithstanding its membership of the IG-Konzern, DaG is legally independent with all the consequences this status entails. IG has obviously no interest in obliterating the world renowned DaG by an act of fusion. The influence exercised by the "Konzern" administration on the individual partners of the "Konzern" within the DaG group primarily lies in the field of organization.

(page 14 of original)

so that here a state of dependence may well be recognized.

Financial dependence is already questionable, especially in view of the indirect holdings of preferred stock by way of the Aktiaria, the Aktiaria not being an IG establishment within the meaning of the turnover tax law.

Economically, DaG is independent. The production programs of DaG and of the DaG plants are self-contained and independent units within the framework of IG. Economically IG and DaG are both equal enterprises, coordinated by a permanent establishing a community of interests (Interessengemeinschaft) and profit pooling. They also remain independent in their production programs. Neither can be considered as the controlling upper or parent company (Ober- (Bock-) Gesellschaft) or the controlled sub-company (Organesellschaft). The fact that economically IG is the stronger of the two does not warrant its being viewed as the dominant (parent) company. The Reich Finance Court (Reichsfinanzhof) has thus far refused to recognize a status of subordination (Organesellschaft) in such cases because the stronger company was not the Parent Company.

(page 14 of original)

IG is constantly trying to enlarge its Bag-hol'ing. Previous recognition of a subordinate status (Organschaft), notwithstanding considerable scruples on the part of the auditors in 1938, was based on an insufficient knowledge of the facts. It was only in 1937 that the facts were properly grasped by the auditors. The fact that denial of this subordinate status (Organschaft) was effective only from December 1938 was due to considerations of equity, since IG and BAG would have been unable to recover the over-ns turnover tax by appropriate calculations of their operating costs if the denial had been made retroactive.

By order

signed: Dr. BEUTLER

Typed:

Cologne, 21 September 1940

signed: WILHELM

Office Clerk

Round Rubber Stamp
of the
Senior President
of the Cologne Re-
venue Office.

TRANSLATION OF EXCERPTS FROM DOCUMENT NO. NI-11746
CONTINUED

(page 16 of original)

DYNAMIT - ACTIEN - GESELLSCHAFT
vormals ALFRED NOBEL & Co.

| | | | | |
|--------------------|----------------|-------------------------|--------------|---------------------------|
| Address: | Cable address: | Telephone: | Codes: | Bank account: |
| Dynamit Actien-Ge- | Ad Astra | Local calls: | Rudolf Mosse | Reichsbank |
| sellschaft | Troisdorf | Koeln 16211 | Bentley-ABC | 5th Giro-Kont |
| Troisdorf | | Long Distance | and 6th ed. | Koeln Nr. |
| | | calls: Koeln 16331 | | Postcheckk. Koeln Nr. 031 |
| | | Local and Long Distance | | |
| | | calls Siegburg 2441 | | |

| | | |
|-----------------------|----------------------------------|-------------------|
| To the | By Registered Mail | Chairman of the |
| Oberfinanzpräsident, | (U.S.) or express | Aufsichtsrat; |
| office building, with | (Rubber Stamp) | Geheimrat Dr. |
| decisions contested | Oberfinanz- | Hermann Schmitz |
| Cologne, | präsident | Vorstand; |
| Boerth-Strasse 1. | Cologne | Dr. Paul Mueller |
| | 25. Nov. 1940 | Dr. Rudolf Schmid |
| | (Stamp) | Dr. Wilhelm Fung |
| | previous correspondence attached | |

| | | | |
|-----------------|---------------------|---------------|-------------------|
| Your reference: | Your communication. | Our reference | Troisdorf |
| Z. & I 384/39 | of: | Abt. St.u.G. | (Cologne District |
| R. 65/40 | | | 20 Nov. 1940 |

Subject: Turnover Tax

In our letter of 15 Oct. 1940 we have appealed against the decision (Aufhebungsentcheidung) of 3 Sept. 1940 which we received on the 26th of the same month. In support of our appeal we submit that the decision proceeds, in essential parts, from assumptions which, in the light of the records, are not justified and that it is based upon a misconception of our corporate status (Organschaft). If the facts of the case are properly appraised, there is no disputing the fact that our corporation was dependent upon the I.G. Farbenindustrie Aktiengesellschaft Frankfurt/Main, in financial, economic and organizational respects, not merely in the period from 1 Jan. 1927 till 31 Nov. 1938, as acknowledged by the Reich Fiscal Administration (Reichsfinanzverwaltung) after repeated audits, but that this dependence also fully subsisted in December 1938 and that it continues today. Our corporation must, therefore now as then, be regarded as an "Organgesellschaft" (Subsidiary Company) of the I.G. The following points are to be noted:

I.) The facts of the case have not been represented quite correctly in the decision, both as regards the antecedents of the conclusion of our contract establishing an "Interessengemeinschaft" with the I.G. and the I.G.'s participation in our firm, and of the facts adduced in our former

(page 16 of original, cont'd)

statements which affect the legal view of the issue having been disregarded.

1.) As can be seen from article II of our statement of 10 June 1939 submitted to the Siegburg Internal Revenue Department (Finanzamt), the so-called Generalkartell consisted of a powder and an explosives group.

(page 17 of original)

Sheet 2 of letter to the Oberfinanzpräsident, Cologne, dated 20.11.1934

1) The Koeeln-Rottweil A.G., Berlin and 2) the K.G. A.A. Wolff and Co., Walsrode, belonged to the powder group. The Deutsche Celluloid-Fabrik, Eilenburg, whose shares, except for a small remainder, are in possession of the I.G. and which has been recognized as Organgesellschaft of the I.G. since 1 Jan. 1927, also belonged to this powder group. The explosives group consisted of our firm and three more corporations fused with our firm by merger in the year 1931. There were altogether 6 more firms linked to this explosives group, firms whose shares were largely in our possession and who, between 1927 and 1935, had partly been merged with our corporation, partly been liquidated or, in as far as they were of no special interest to us, sold. The so-called Rhein-Siegen group, consisting of the Rheinisch-Westfälische Sprengstoff A. and the A.G. Siegener Dynamitfabrik, which was merged with our corporation in the year 1931, was directly linked to the Generalkartell.

The Koeeln-Rottweil A.G. linked with us in the Generalkartell was fused by merger with the I.G. in the fall of 1926. The I.G. thus acquired, in addition to the approximately 26% of the "Kornadit" stock of the other member of the powder group, i.e. the firm of Wolff and Co., Walsrode, already in its possession, about 53% of the stock which had up to that date belonged to Koeeln-Rottweil, so that the I.G. altogether commands about 79% of this "Kornadit" stock. The contract of 17 Sept. 1926 establishing an "Interessengemeinschaft" between the I.G., ourselves and the two corporations of the Rhein-Siegen Group, fused with us in 1931, was concluded concurrently with this merger of the Koeeln-Rottweil with the I.G. This new constellation entailed the dissolution of the "Generalkartell" contract and all additional contracts connected therewith.

If it is now asserted in the decision that both the Koeeln-Rottweil A.G. which is closely linked with us, as well as Wolff and Co. Walsrode, switched over to the production of artificial silk in the post-war

(page 17 of original, cont'd)

period, then this statement is only partially correct. In the plants of both of these firms powder was being manufactured in addition to artificial silk and other products, both at the time of the fusion of the former Koein-Bottweil with the I.G., as well as afterwards, and especially

(page 18 of original)

Sheet 3 of letter to the Oberfinanzpräsident, Cologne, dated 20.11

during the period at issue in this case, so that in this field there are also points of contact. After the conclusion of the "Interessengemeinschaft" contract we took over on a lease basis the black powder plants transferred to the I.G., as a result of the merger of the Koein-Bottweil, and which were geographically separated from the I.G.'s own plants. Later we purchased the Dueneberg plant. The powder plant in Bottweil which has been several times enlarged is, however, run by the I.G. and administered jointly with its local artificial silk plant, its production being placed at our disposal for sale. In addition, in 1929 we concluded, at the behest of the I.G., a guaranteed contract (Garantievertrag) with the shareholders of the firm of Wolff and Co., Walsrode, who are personally liable. As mentioned above, 79% of that corporation's "Kredit" stock is held by the I.G.. The bulk of all the I.G. concern's powder and explosives interests were thus placed into our hands. Thus it was I.G.'s intention that this whole sphere should be assigned to our firm as a closely knit and integral unit of the Konzern in the interests of unified direction in accordance with the functional division along chemical and technical lines, as a result of which we belong to Main Group 3 of the I.G. Herr Direktor Dr. Gajowski in Wolfen, the chief of this Main Group or "Sparte" is a member of our "Aufsichtsrat" and of the Central Committee in the I.G. Vorstand.

I 2.) Out of our stock, all preference shares with a nominal value of RM 125,000.- and commanding a 120 fold voting right and of our common stock with a nominal value of RM 37,500,000.- shares to the value of RM 9,457,920.- were in possession of the firm of Leopold Cassella and Co. n.b.H. (Limited Liability Company) more than 90% of whose shares had been owned by the I.G. for a number of years, was fused with the latter in December 1937. The statement made in the exposé on sheet 3 of the decision (Aufhebungsentscheidung) that on the 28 June 39 common stock issued by our corporation in the value of RM 21,680,500.- belonged to the I.G. "by way of the Cassella corporation", i.e. only indirectly, and

at the end
1927.
this G.m.b.H.

(page 18 of original, cont'd)

that the I.G. controlled 100% of our preferred stock only indirectly, is therefore incorrect, nor are the percentages stated correct. In December 1938, the I.G. owned

(page 19 of original)

Sheet 4 of letter to the Oberfinanzpräsident, Cologne, dated 20.11.19

(Handwritten
marginal
comment;
illegible) our total preferred stock and a total of RM 20 838 500.- of our common stock. By the end of 1939 their holdings of common stock had increased to RM 21 485 500.- nominal value.

(illegible) Taking into account our own holding of common stock amounting to a nominal value of RM 1 838 700.-, the total percentage of votes controlled by the I.G., by virtue of its holding of common and preferred stock, amounted to approximately 59.6% at the end of 1938 and approximately 60.65% at the end of 1939.

The question of the "Adastras" Verwaltungsgesellschaft m.b.H., dealt with on sheet 2, articles 4 and 6 of the decision, is irrelevant to our present appeal as much of our firm's preferred stock as was originally held by the "Adastras" had been transferred to the aforementioned firm of Cassella in 1937 and, upon the latter's fusion in 1937, transferred to the I.G. itself. The "Adastras" was fused with our corporation in 1937, and therefore no longer existed at the time in question - December 1938.

II.) According to article 2 of the ordinances of 1934 pursuant to the turn-over tax law, a state of "Organschaft" exists if a legal entity has, in effect, been financially, economically and organizationally, incorporated into another enterprise. According to the jurisdiction (Reichsfinanzhof 22 page 183, 36 page 39) upon which the definition of "Organschaft" in the turnover tax law is based, a corporation claiming recognition as a member of another enterprise, has to conform to the following stipulations: It is precluded from acting for its own account and risk in the management of its affairs. A relationship of personal subordination is required in the manner that, in principle, it has to follow the instructions of the upper corporation (Obergesellschaft) in all business matters, except for a certain limited freedom of action which may possibly have been conceded. Thus it merely represents a kind of business department of the head corporation. These conditions are completely complied with as regards our actual relationship towards the I.G. which has been set forth in some detail in our statements to date, and the

(page 19 of original, cont'd)

decision is wrong in disputing the existence of this state of affairs.

1) Financial Dependence.

As will be seen from the data under article 1,2 of this statement, the I.G. controls 80.65% of the total votes by virtue of its holdings of preferred and common stock issued by our corporation, as compared with

(page 20 of original)

Sheet 5 of letter to the Oberfinanzpräsident, Cologne, dated 20.11.1940

our holdings of our firm's stock which amount to RM 1 838 700.-
There is no legal precedent for contending that the financial control of a corporation implies possession of the entire common stock of the subordinate corporation (Untergesellschaft) or of 3/4 thereof. This issue has been explicitly left open by the Reichsfinanzhof (RFG 31 p. 297, 303). More recently, the Reichsfinanzhof records reveal RFH V 426/36 of 17 July 40 (Reich Tax Gazette 910) that a state of "Organschaft" can also be assumed even if the head corporation directly or indirectly possesses 2/3 of the shares or stock of the subordinate corporation. Even in this context, it is not explicitly stated that this 2/3 majority is an indispensable requirement for the recognition of a state of "Organschaft". The conception embodied in the decision that there can be no question of financial control unless the head corporation controls a 3/4 majority is, therefore, incompatible with the jurisdiction of the Reichsfinanzhof.

(Hand-written
marginal
comment-
illegible)

In examining the question of financial dependence in our case, due regard must be placed on the fact that the I.G. not merely controlled a considerable majority, i.e. almost 2/3 of the votes, but that their financial control had already been created by the contract establishing the "Interessengemeinschaft" of 17 Sept. 1926. According to article 15 sub-section 2 of the stock corporations act of 30 Jan. 1937 (Reich Law Gazette I p. 107), if a legally independent corporation is, by virtue of participation or in any other way, directly or indirectly, subject to the dominant influence of another corporation, the dominant and the dependent corporation jointly are regarded as a concern and, singly, as concern corporations. The Schlegelberger-Grossowski commentary to the stock corporations act, 3rd edition p. 56 describes participation as a means to achieving financial domination without referring to a fixed percentage as a prerequisite to such domination as being prescribed

(page 20 of original, cont'd)

by law, jurisdiction or legal literature. (Handwritten marginal comment incomplete and therefore intranlatable). On the contrary, the Schlegelberger-Gunssowski commentary explicitly states that a lesser participation suffices if, either by itself or in conjunction with other means, it secures the dominant influence. That the control of our corporation by the I.G. - apart from the considerable majority vote resulting from its stockholdings - is also founded upon the "Interessengemeinschaft" contract, can be seen from the following facts:

(page 21 of original)

Sheet 6 of letter to the Oberfinanzpräsident, Cologne, dated 20.11.1944

In accordance with definite rules fixed in agreement with the I.G., our corporation has to transfer its profits or losses to the I.G. and receives in return, in addition to the remuneration for the Aufsichtsrat, an amount enabling it to distribute the same dividend on each nominal RM 200.- issue of its common stock as the I.G. distributes on each nominal RM 100.- issue of its own common stock for the same financial year. This makes it quite clear, as already pointed out on page 3 of our statement of 14 Sept. 1939, that our firm - quite apart from the majority vote of the I.G. - is unable, by virtue of the "Interessengemeinschaft" contract to raise money by issuing new stock without the I.G.'s consent, because the contract precludes the possibility of our paying appropriate dividends on such new stock. Although we draw attention to this, the decision does not make any allowance for this fact. Also for the increase in our capital, incident to the fusion of the Rheinisch-Westfälische Sprengstoff A.G. and the A.G. Sieg-ner Dynamitfabrik with our firm, mentioned under article I 1) of this statement, we had to obtain the I.G.'s consent.

II 1 b) According to article 4 of the "Interessengemeinschaft" contract the I.G. is entitled, at any time, to declare its intention of taking over our entire assets by way of fusion. The decision now assumes that the approximately 60.65% of the total vote controlled by the I.G. is insufficient to enforce such a demand for fusion. It overlooks the fact that in case our stockholders' meeting rejects the fusion, the I.G. is entitled to demand the transfer of real estate, buildings, apparatus and participations or a part thereof, available at the end of the current financial year, at the value recorded in the last balance sheet without the continuance of the "Interessengemeinschaft" contract as such being affected, unless the I.G. terminated it. It is therefore obvious that this provision of the "Interessengemeinschaft" contract considerably reinforces the control of our corporation by the I.G., already established by its majority vote.

(page 22 of original)

Sheet 7 of letter to the Oberfinanzpräsident, Cologne, dated 20 November 1940.

Our General Meeting in 1926 unanimously approved the conclusion of the Interessengemeinschaft Agreement with the I.G., as is also evident from the records of the Dahn lawsuit submitted during the appeal, on which agreement the right of the I.G. to a merger or to the taking over of our investment values is also based. Apart from Dahn who is an outsider, the invalidity of this agreement has hitherto not been asserted in any way. The view taken in the decision (Aufhebungsentscheidung) that the experiences of daily life justify, with a probability bordering on certainty, the assumption that, in the event of a demand by the I.G. for fusion, most of the free shareholders would join the opposition group that would then arise, with the object of defending their interests which would be affected by this demand, appears to have no foundation; it cannot lead to a denial of the control, based, on the one side, on the participation and the voting right of the I.G. and, on the other side, on the stipulation of paragraph 4 of the Interessengemeinschaft Agreement.

II.1.c) The financial dependence of our company on the I.G. is also expressed in the fact that, as shown in the Memorandum of the Oberfinanzpräsident, Cologne, concerning the negotiations of 5 February 1940, we have to obtain the approval of the Technical Committee, "Tee", formed by the I.G. General Director, Dr. Paul Müller, on account of his special technical knowledge, also belongs -- for all expenditures for new plants in excess of RM 10,000.-- (formerly RM 1,000.--), just as do other works belonging to the I.G.. It is incorrect assumption and one entirely unsupported by facts that the waiving by the I.G. of their rights to draw off the full profits does not, on the face of it, indicate a financial mitigation and that, without closer knowledge of its motive, it cannot be judged unequivocally. The very circumstance that the I.G. had already for a number of years waived this claim and that the profits due to it according to the preliminary balance sheets were credited to it at the close of the financial year, in accordance with Paragraph 2 of the Interessengemeinschaft, proves, as already explained in our document submitted on 14 September 1939, that the I.G. regarded itself absolutely as controller of our company, so that, in principle, it made no difference to it whether the profits according to the preliminary balance sheets were transferred to it or left to us, because

(page 23 of original)

Sheet 8 of letter to the Oberfinanzpräsident, Cologne, dated 20 November 1940.

whatever formally accrues to our wealth belongs to it automatically.

II.1.d) Finally, it must also not be overlooked, in judging the question of dependence, that, against our company's stock capital of RM 47,000,000.-- ordinary shares and RM 125,000.-- preference shares at the end of 1938, the I.G. had a stock capital of RM 680 million ordinary shares and RM 40,000,000.-- preference shares. This comparison alone of the actual stock capital shows sufficiently that there can be no

(page 23 of original, cont'd)

question of any equality of partnership in the Interessengemeinschaft Agreement of 17 September 1926, but, instead, shows a preponderance of the I.G., which, in conjunction with the facts dealt with in the foregoing, proves the dependence of our firm.

II. 2.) Economic Dependence.

With respect to the question of economic dependence, the decision indicates that there is no doubt about the legal independence of our firm, with all the consequences to be drawn from this, and that our firm also possesses the public status of an independent undertaking. This public status is no criterion for economic independence. The fact that the subordinate company appears under its own name, i.e., independently, is, as is seen from RStBl. 1932, S. 359 (Reich Tax Decree 1932, page 359), and more recently RStBl. 1940, S. 910, is not merely very frequently the case with business amalgamations, but is indeed the rule. The regulations concerning Organschaft in Paragraph 2 Clause 2 No. 2 UStG (Turnover Tax Law), Paragraph 2 UStDB (Regulations for Carrying out the Turnover Tax Law) indeed presume a formally independent legal entity. The findings and grounds of judgment in the Dahn process, as the decision of the OVG (Oberfinanzpräsident) Cologne shows, possess no particular significance for the question of Organschaft in regard to taxation, especially as, in essence, their object was to establish that the freedom of movement of our Vorstand and Aufsichtsrat was not restricted to any inconsiderable extent by the Interessengemeinschaft Agreement; the conception of Organschaft is quite different; there to what is laid down in the law on Turnover Tax. No consideration is given in the decision, however, to our assertion in that civil lawsuit, that the Interessengemeinschaft Agreement was concluded because it was vital for our firm. The fact that, according to Paragraph 1 Clause 2 of the Interessengemeinschaft Agreement

(page 24 of original)

Sheet 9 of letter to Oberfinanzpräsident, Cologne, dated 20 November 1940.

our firm had to obtain the consent of the I.G. only for business which went beyond the usual scope of our trading operations, is a regulation which probably prevails also in regard to sub-companies (Organgesellschaften) and which especially applies in respect of the more than 80 other sub-companies of the I.G.. Not even in the works actually belonging to the I.G. does such approval — possibly through the influence of the general Vorstand — come into consideration, since only two signatures are required on each occasion for legal representation of the firm and the persons authorized in this connection within the framework of the general task assigned to them are entitled to make their independent decisions.

In the same way that, for example, the dyestuffs-nitrogen or rayon business is managed by individuals, the same procedure is applied by us within the framework of the I.G. Konzern in the case of the explosives, gunpowder and munitions, colloid and plastics business. In respect to economic dependence, the following details can be added:

(page 24 of original, cont'd)

II.2.a) It is evident from the explanations under No. I,1 about the business connections at the time between the General Cartel and the former German coal-tar dyestuff factories amalgamated in the I.G., that the then separate Konzerns were to a very great extent in contact with each other in the economic and technical fields. This relationship increased very considerably during the subsequent period, in view of the fact that we required from the I.G. large quantities of Nitrogen products for our plants, such as ammonia, nitro-hydrochloric acid, urea etc., and of inorganic chemicals, such as chlorates, sulphur, sulphuric acid, hydrochloric acid, oxygen and hydrogen, and of organic chemicals, principally glycerine, glycol, taluol and collodion cotton. Also a great number of other products from other fields of production of the I.G. constitute an essential basis for the production field that was assigned to us within the framework of the I.G. Konzern. This applies especially to the plastics field which was developed in the closest scientific, technical and commercial collaboration with I.G. Werke.

The fact that a certain independence was accorded to us within the field of our production, particularly for example, in

(page 25 of original)

Sheet 10 of letter to Oberfinanzpräsident, Cologne, dated 20 November 1940.

explosives, in view of our experience over many decades, does not exclude the assumption of a subsidiary relationship (RPM 22, page 187). Its own departments enjoy within the I.G., as a firm, the same freedom of movement; for example, the lignite mines, or the factories, such as the Linde Gases Werke, the Wolfen Film Factory, or the Harburg Sulfur Werke. In this respect, many other fields of work can be cited which, within a firm and a Konzern of the extent of the I.G., could absolutely not be conducted in any other way than by specialization and limitation of the mutual fields of activity. It is no different even in our own firm, in which such varied fields of work as munitions and plastics are combined. The decentralized organization of the I.G. hereby indicated has never yet in its other sub-companies been taken as proof that there is no subsidiary relationship.

II.2.b) The fact that the "Gesellschaft mit beschränkter Haftung zur Verwertung chemischer Erzeugnisse" (Limited Liability Company for the Utilization of Chemical Products), notwithstanding that all the business shares are in our hands, is not, for the purposes of turnover taxation, considered as a corporate part of our firm, is based on a special official exemption for the period from 1 January 1937 onwards, entirely independently of the question of financial, economic and organizational incorporation; which is a fact by itself. Up to the time of this official exemption, the G.m.b.H. was recognized as a corporate part.

(page 25 of original, cont'd)

II.2.c) Even the "Armaments Business" explained in detail in previously submitted documents, cannot make our company economically independent. As stated under No. II of the substantiation of our appeal of 14 September 1939, the assumption that the armaments business formed the principal object of our undertaking, in which our firm was fully independent, has no foundation; the value of our production in ammunition for hunting and sport, mining explosives, plastics, etc. remained, so far as concerns the period here in question, at about the same level as our deliveries to the Wehrmacht. The fact that our deliveries to the Wehrmacht were increased, cannot change the conception regarding our independence as far as the armaments business is concerned; by no means was our dependence in relation to the I.G.

(page 26 of original)

Sheet 11 of letter to Oberfinanzpräsident, Cologne, dated 20 November 1940.

affected by the increase in the volume of our business with the Army Administration. The secrecy obligation in accordance with Paragraph 88 of the Penal Code also applies, in the same way as to our firm, to the various works of the I.G. itself in respect of their employees, in dealings with persons who did not have to be informed in their official capacity. Consequently, there frequently occur, both inside the I.G. and inside our own firm, orders of far-reaching significance, the knowledge of which, in all their details and connections, is restricted to a few persons. It does not make any difference for the Konzern whether these persons are members of the I.G. or members of our own or other sub-companies. This simply results from the necessity to transfer responsibility from a legal entity to actual persons. The measures taken by our firm in the armaments business, whether explosives, munitions or plastics are concerned, are therefore to be considered on the same footing as those taken merely by the operations departments of the I.G..

II.2.d) The question of the "settlement prices" (Verrechnungspreise) has been already discussed in detail in the course of the various proceedings; the reasons given on page 4 of the decision for the uniform treatment of the Explosives group - D.A.G. - Kaseag - Lignosol were there fully explained. It should once more be stated here that the price quotation is merely a matter of calculation which has no bearing on the question of Organschaft, since in view of the settlement under the Interessengemeinschaft Agreement, as mentioned under No. II.1.c) of this substantiation of appeal, all our profits and losses are, in accordance with the Agreement, to be transferred to the I.G., and placed by them at our disposal only for payment of the fees of the Aufsichtsrat and of a specified dividend.

II.3.) Organizational Dependence.

The authoritative facts underlying the judgment as to organizational dependence are to be found in our statements under No. I.1) of this substantiation of appeal. As there emphasized, the entire Gunpowder and Explosives interests of the I.G. Konzern are concentrated in

(page 26 of original, cont'd)

our hands, with the object of facilitating the uniform conduct of this sphere of work under the direction

(page 27 of original)

Sheet 12 of letter to Oberfinanzpräsident, Cologne, dated 20 November 1940.

of the Vorstand of the I.G.

II.3.a) In view of the extent of the I.G. Konzern and the size of the plants operated by the I.G. or by one of its sub-companies, the institution of a personal union of the leading offices of our two firms — which might be possible in the case of amalgamation of smaller undertakings — cannot in general come into consideration, as in the case also of the other undisputed sub-companies of the I.G. The connecting link between our firms required for a uniform direction was achieved after the conclusion of the Interessengemeinschaft Agreement by the facts, first, that the commercial member of the Vorstand of the I.G., Direktor Born, was transferred, as already stated in the documents submitted on 10 June 1939 to the Vorstand of our company, and, secondly, that two members of the I.G. Vorstand, Geheimrat Professor Dr. Meesch and Geheimrat Dr. Schnitz, were elected as members of the Aufsichtsrat in the first General Meeting held after the conclusion of the Interessengemeinschaft Agreement. Dr. Punge was sent to us in 1931 from the I.G., as technical member of the Vorstand, to take the place of Direktor Born, who had then retired. In 1937, Geheimrat Dr. Schnitz, chairman of the I.G. Vorstand since 1935, took over the chairmanship of our Aufsichtsrat, after another member of the I.G. Vorstand, Direktor Dr. Gajowski, already mentioned under No. I, 1 as chief of Main Group 3, which was responsible for our field of production, had been elected to our Aufsichtsrat.

On the other hand, our General Direktor, Dr. Paul Müller, has been a member of the I.G. Aufsichtsrat since 1936, but he also belongs, as already stated under No. II.1.c), to the Technical Committee formed by the I.G. Vorstand and to the Commercial Committee of the I.G.. Additional members of our Vorstand and of our Directorate were appointed by the I.G. to its technical, commercial and scientific sub-commissions.

II.3.b) The entire accountancy organization, particularly in so far as was required for the carrying out of the profits allocation agreement etc., was adapted to that of the I.G., and our entire business management was subject to the supervision of the Agency responsible for the I.G.'s own plants (Central Committee, Technical Committee, Commercial Committee, Sparte management).

(page 28 of original)

Sheet 13 of letter to Oberfinanzpräsident, Cologne, dated 20 November 1940.

Our investment problem in particular requires the approval of the competent committee of the I.G. and our entire financial policy is agreed upon in consultation with the Central Finance Administration

(page 28 of original, cont'd)

of the I.G. in Berlin. The I.G. has recently established, with the inclusion of our firm and of another sub-company, the Deutsche Celluloidfabrik, Silesburg, a Vertriebsgesellschaft fuer Kunststoff-Erzeugnisse m.b.H., in Frankfurt/Main, for the marketing of our joint Polyvinyl-chloride productions, in order that our collaboration in this field should be also emphasized by a uniform sales organization, as prescribed by the I.G.,

All these points, which are not unimportant in judging the organizational dependence, were set forth both in our objection argument of 10 June 1939 and in the substantiation of our appeal of 14 September, 1939, but these points were not sufficiently regarded in the decision. The facts asserted by us in the Appeal proceedings can lead, as far as dependence in an organizational respect is concerned, not only to a recognition, limited in the decision "admittedly" to a certain extent, but make our standpoint that our firm was incorporated into the I.G. not only in organization, but also in financial and economic respects, appear as fully justified. The decision regarded financial dependence as already doubtful, in view of "the fact that the preferential shares were held through the intermediary of the 'Adastra'"; we believe we have sufficiently proved under No. II.1) of this document that the financial dependence cannot be doubtful, especially as the assumption that the preferential shares were held in intermediary possession is not correct. The I.G. apart from the ordinary shares already mentioned on several occasions owned our entire preferential shares from 1927 through the intermediary firm of Cassella and since the conversion of this firm in 1937, has owned them directly; the question of the

(page 29 of original)

Sheet 1A of letter to Oberfinanzpräsident, Cologne, dated 20 November 1940.

"Adastra" therefore is of no importance here either. Nor can our comp be regarded as economically independent. The Interessengemeinschaft Agreement of 17 September 1926 does not make us an equal-ranking company with the I.G., but incorporates us in their program of work. The armaments business which has been pushed so much into the foreground in the Appeal Judgments hitherto, cannot justify by itself the opinion given in the decision, as can be seen from the statements set forth under No. II.2.b), pages 5 and 7, of the substantiation of our Appeal of 14 September 1939, and from our document submitted on 18th December, 1939. The nature of this armaments business and its connection with the subdivision of the economic activity of the I.G. was by no means properly understood.

The assertion that the Organschaft, in spite of considerable misgivings on the part of the auditors in 1929, was only recognized on the basis of insufficient knowledge of the situation, and that it was only in 1937 that the auditors were in possession of all the facts, is also to be described as incorrect. Our foregoing statements show rather that the present denial of Organschaft rests on the misunderstanding of a number of facts, which have already been sufficiently demonstrated by us in previous proceedings, but which, however, have

(page 29 of original, cont'd)

not been correctly appreciated in the decision. The fact made known in the Lower Courts must also be referred to here, viz., that the theory of Organschaft within the I.G. Farben was by no means first applied by the I.G., or by our firm, or by one of the other sub-companies, but that this question was raised during the audit carried out by the Reich Finance Administration, which claimed the existence of an Organschaft for certain companies.

That this desired further clarification has not yet used any facts which could make the present recognition of our Organschaft appear to be without foundation, is proved by our foregoing statements. Our appeal against the imposition of a Turnover tax on our firm as an independent institution appears accordingly to be justified in every respect.

for the
nth of
October
1938

We attach hereto a duplicate copy of this Argument of Appeal.

Heil Hitler!

DYWIDAG-Agfa-Gesellschaft
vormals AGFA AG & Co.

Signatures: Dr. SCHUBERT (illegible)

DYNAMIT-ACETON-GEWIS-GEWIS
formerly ALBERT GRIFF & CO.

| | | | |
|----------------|---------------------|------------------------------|------------|
| Postal address | Telegraphic address | Telephone | Codes |
| Dynamit-actien | address | Local calls | 24012 Bonn |
| Gesellschaft | address | Cologne 10-11 | 24012 Bonn |
| Troisdorf | Troisdorf | Trunk calls | 5 and 9 |
| | | Cologne 10-11 | |
| | | Local & trunk calls Siegburg | |
| | | 2441 | |

accounts Reichsbank current account Cologne No. 135
Postal check account Cologne No. 83043

To
Office V of the
Reich Finance Court
Munich 27
Schalterfach.

Reich Finance Court
Rec'd. 26 September 1941
2 Enclosures

Your ref:
Z. V. 124/41

Your letter of:
29 July 1941

Our ref:
Dept. St.
an. 9.

Troisdorf (Cologne
District)
20 September 1941

Re: Assessment of the situation by the Finance Office, Siegburg, dated 10 December 1940 and of the Oberfinanzpräsident, Cologne, dated 9 March 1941, we should like to observe:

1) assessment of the situation by the Finance Office Siegburg, dated 10 December 1940.

1) The previous history for our Interessengemeinschaft Contract with the I.G. Farbenindustrie A.G., already thoroughly discussed in the substantiation of our appeal of 20 November 1940, is important not only for our relations with the former Kohn-Gottweil A.G., merged in 1930 with the IG Farbenindustrie A.G., but for our relations with the IG Farbenindustrie A.G. itself. In the decision (unfaktumgeachtet d'ailleurs) it was said that the Kohn-Gottweil A.G., which was closely connected with us and also the Firms Wolff and Co., Wetzlar, had been referred to the production of artificial silk in the post-war period, which we had to rectify in Point I 1 Paragraph 5 of our substantiation of appeal, since both these firms, at the time of their fusion as well as afterwards, besides artificial silk and other products, were still today producing gunpowder. Not only contractual obligations, but also mutual financial participation existed between the firms mentioned in the Gunpowder and Explosives Group. The contract concluded in 1935 with the IG

(page 43 of original)

Sheet 3 of the letter to Office 9 of the Reich Finance Court,
dated 20 September 1941.

did not, therefore, aim simply at the transfer of the losses of the former Kohn-Gottweil AG to the IG Farbenindustrie AG, but has a more far-reaching significance, since through it there be created the possibility of a basic new order and further development in the field of work which is described as cellulose chemistry and includes explosives as well as plastics, cellulose and artificial silk. Our company and the Konzern enterprises later united with it were not in a position to maintain us in this from their own strength, as is proved by the losses which were taken over by the IG Farbenindustrie AG, in the first years after the establishment of the Interessengemeinschaft.

The conclusion of Interessengemeinschaft contracts is certainly not the outstated outcome of liberistic trends of thought and economic management, as the Finance Office Stuttgart likes to represent it, but will as ever be recognized by the National Socialist economic conceptions as one of the forms of the unification of industry. On this point, attention is called to the *Reinhardt-Gebhardt "Handbook of tax auditing"*, Vol. I, Page 107, 1941, Vol. II, Page 141 ff. It is there expressly stated in particular that there are Interessengemeinschaft contracts, not only between independent firms, but also between firms which are bound to each other for reasons of capital or for any other reason, which is precisely our case.

2) The assumption that the merging or rather the conversion of the Firma Leopold Greseille and Co. GmbH to the IG Farbenindustrie AG in December 1937 presumably took place only with the purpose of proving the possession of 25% shares by the IG Farbenindustrie AG and thus improving the organic relationship of the whole is quite without foundation. As appears from Point I 3 of the substantiation of our appeal, the business shares of the Firma Greseille had for many years been more than 90% in the hands of the IG;

(page 44 of original)

Sheet 3 of the letter to Office V of the Reich Finance Court,
dated 20 September 1941.

the firm Grasselt had already leased their machine works to the IG Farbenindustrie AG. At the beginning of 1938 and later then acted in effect as holding company for the IG Farben AG. So the latter was in possession not only of the shares of our company, but also of the far more valuable 25% of company capital of the Ammoniakwerke Merseburg GmbH. and other interests. The conversion was carried out within the framework of a comprehensive simplification within the IG Konzern and has not the slightest connection with the question of the organic relationships (Organverhältnisse) within our company.

3) Organverhältnisse presupposes in accordance with Article 4 UStG 1934 (now Article 17 UStG 1938) that a corporate body is according to the total picture of the actual conditions incorporated financially, economically and from the organizational standpoint into another undertaking. Organverhältnisse can also be considered as existing, in accordance with UStG 1934 Page 1145, if the controlling company does not possess a majority of the business shares of the controlled company. In no case has it previously been required in the judgment of the RM (Reich Finance Court) that the controlling company must have a three-quarters majority if financial control is to come under discussion. The statements of the Finance Office Siegburg in this direction are also highly contradictory. On the one hand it is stated that a financial preponderance in the form of a three-quarters majority is not always necessary, but the dependence of an enterprise according to the total picture of its relationship to the controlling company can be so complete that the question of a financial interest is of minor importance, but on the other hand, it is emphasized that the IG with the number of shares in its possession at the time is not in a position to force its desire for fusion upon the general meeting of our company, which would have to be the case if our firm was to become a mere place of work with no administrative will of its own.

(page 43 of original)

Sheet 4 of the letter to Office 7 of the Reich Finance Court,
dated 20 September 1941.

In accordance with Article 4, Paragraph 3, Point 2 of the UStG, the criterion is that the *Grasgummiwerk* is subordinated to the will of the controlling firm in such a way that it has no will of its own. It is true, in accordance with StW 1935 No. 640, not a question of proving quite clearly the impossibility of the development of a separate will in the subordinate company, but the decisive factor is whether in view of all the circumstances it is to be expected that a decision will emerge from the subordinate company which deviates from the will of the controlling company. But since the IG has more than 50% of the total votes in the general meeting, as appears from Point 1.3 of the substantiation of our appeal, this will hardly come into question. But if, contrary to expectations, the merging of our firm with the IG is rejected in the general meeting, the IG's right to receive the total value of our plant in accordance with Article 4 of our *Interessengemeinschaft* contract would immediately come into force. The Finance Office Siegburg is in no way justified in the assumption that in view of the importance to German military economy of our firm as a leader in the field of armaments, it is necessarily out of the question that the National Socialist State would permit the application of Article 4 of the *Interessengemeinschaft* contract, which would in practice lead to the ruin of our firm, and that the transfer to another firm of our plants, which are put to military economic use, would be undesirable in the common interests of the Reich. The IG is active to a far greater extent than our firm, in the field of military economy, in which the preliminary products required for the production of explosives and gun-powder play a very important role, so that - in contrast to the assumption of the Finance Office Siegburg - the amalgamation of the works would not be contrary to the interests of the Reich.

Really lacking in any foundation is the assumption that the IG would not seriously desire the fusion or also the appropriation of the full value of our plant.

(page 45 of original)

Sheet 5 of the letter to Office 7 of the Reich Finance Court,
dated 20 September 1941.

While raising its share capital for the purpose of the fusion of the Kuhn-Bottwoll AG, I.G. had in 1938 created reserves of shares for the future merging of our company, and after these had been withdrawn on the basis of the regulations of the VO dated 6 October 1931 (Reich Legal Gazette I, 537, 556) on the decrease of capital in a simplified form, had decided on a limited increase of capital in accordance with the VIII. VO of 13 March 1934 (Reich Legal Gazette I, 196) to the extent of RM 175,868,600.-, of which a suitable portion was intended for the conclusion of our Interessengemeinschaft contract. That in addition to this there were no apparent economic grounds for the unification of our two firms which were "employed in separate spheres of work", is incomprehensible in view of the expositions in Point II 2 a of the substantiation of our appeal.

4) The Technical Committee "T.G." formed by IG is an exclusively IG organization, which is not firmly established by mutual agreement between our two firms, and therefore cannot be considered as an indication of the equal rights of the two partners. As has been said in Point II 1 c of the substantiation of our appeal, our General Director, Dr. Paul MUELLER, was summoned from the Vorstand of the IG to the Technical Committee merely by reason of his particular expert knowledge, so that no conclusions could be drawn from this in the manner suggested by the Finance Office Siegburg. Also, the summons in 1938 to the Aufsichtsrat of the IG, based only on the qualities of Dr. MUELLER, is no proof of the equal rights of our two firms asserted by the Finance Office.

5) It is incomprehensible that the "IG's renunciation of the profits contractually due to them" is not an argument in favor of financial dependence. As it appears from Point II 1 c of the substantiation of our appeal, the contractual settlement of accounts with the IG has for many years been handled in such a manner that it makes no difference whether we or the IG accumulate the wealth.

(page 47 of original)

Sheet 6 of the letter to Office 7 of the Reich Finance Court,
dated 20 September 1941.

It must be re-emphasized that in practice, that which formally speaking accrues to our wealth, also belongs to the IG. If the Finance Office's summing-up were correct, this would mean a renunciation by the IG of a considerable portion of our profits in favor of the outside shareholders, of which there can be no serious questions.

3) The "absolute independence in the armaments business" which is continually being pushed into the foreground by the Finance Office has already been thoroughly elucidated in Point II 2 c of the substantiation of our appeal. No new points of view have been brought forward by the Finance Office and our statements have in no way been weakened. In particular, it is unimportant for the fundamental problem whether the receipts from the total completion of the works for the Reich, which are of a specialized nature, are included in the returns or not. Even the Finance Office Sinsburg will not dispute the fact that the value of our ammunition production for hunting and sport, of mining explosives, plastics etc. during the period under consideration for the purposes of the legal proceedings exceeded that of our deliveries to the Wehrmacht, and that production in these two spheres of work was not balanced until 1939. For the rest, we must continue to point out that independent decisions in a certain field of work resulting in legal obligations emerge from the necessity of the division of labor in our Konzern and are not a sign of the independence of our firm, but merely a token of the confidence placed in its management. The same independence is also to be found in the IG Farbenindustrie itself in the powers given to its Vorstand members in the fields for which they are responsible.

(page 48 of original)

Sheet 7 of letter to the Office V of the Reich Finance Court, Muenchen 27, dated 20 September 1941.

II. Opinion of Oberfinanzpräsident (OFF) Cologne, 9.3.1941

1) We pointed out in Article II of the substantiation of our appeal that in our substantiation of 10 June 1939, as well as of 14 September 1939 we presented a number of arguments which are not unimportant in assessing our dependence on I.G. and which were not sufficiently appreciated in the decision on the appeal. It has also been pointed out that present proceedings before the Higher Court have brought to light no facts which would make the recognition of our company as a subsidiary of I.G., accorded up to now, seem unfounded. In its opinion, as discussed in No. I of this presentation, the Siegburg Finance Office has advanced no convincing reasons to prove that our firm is, in effect, not financially, economically or organizationally incorporated into I.G.. On the contrary, the Siegburg Finance Office affirmed the existence of a corporate status at the conference of 17 May 1938 held in Troisdorf in conjunction with representatives of the Frankfurt (Main) Finance Office-Exchange District including the head of the Konzern Investigating Office, Rep. Ret. Dr. Heidigkott, as can likewise be seen from the Finance Office documents, in contrast to the opinion held by the Chief Investigator of the Cologne OFF.; later on, the Siegburg Office apparently made the tax assessment for December 1938 only as a result of official instructions, probably issued because of the opinion of the investigator from the Cologne OFF., in order, if possible, to make the matter still more clear. In the statement on the result of the conference of 17 May 1938 drawn up in Troisdorf by the representatives of the Frankfurt (Main) Finance Office-Exchange District in the presence of representatives from our firm and I.G., it was also laid down:

"The organizational incorporation is undisputed. If the question of the financial and economic incorporation is considered separately, there is, above all, an absence of written instructions which point to a legal tie. However, the stamp of organizational incorporation is so clear that even the Interessengemeinschaft Agreement

(page 49 of original)

Sheet 8 of letter to the Office V of the Reich Finance Court, Muenchen 27, dated 20 September 1941.

creates an over-all picture which completely bears out the fact of incorporation and the existence of a corporate status. In view of the extremely far-reaching consequences of the recognition of a corporate status for the investigation period and for the future, and more especially, because of the absence of written instructions regulating the financial and economic incorporation, it appears necessary to obtain a decision in principle as to whether, regardless of the absence of written instructions, a corporate status is to be recognized as existing merely by judging the over-all picture as presented by the actual facts."

(page 49 of original, cont'd)

This statement reveals beyond doubt that in the opinion of the representative of the Frankfurt (Main) Finance Office-Exchange District, who was particularly familiar with the relationships within I.G., the existence of a corporate status, when judged by the over-all picture of conditions, as they were, cannot be denied. The representatives of the Siegburg Finance Office did not contradict this opinion at the time.

2) We are fully in agreement with the viewpoint that the facts themselves are important. Consequently, in Article I of the substantiation of our appeal we have related the facts in detail, giving at the same time a suitable presentation of the history preceding the conclusion of our Interessengemeinschaft agreement with I.G., for the decision against our appeal had not quite accurately presented these facts. The data in the opinion of 9.3.41 also need correction; as No. 1, 2, of the substantiation of our appeal reveals, all preference shares of our firm originally owned by Adastra became the property of the firm of Casselle as early as 1927, and when the latter underwent conversion in the calendar year of 1937 the shares went to I.G.. Adastra was not converted to I.G. in 1937 but to our company.

The reckoning of the votes arising out of the shares of our firm owned by I.G. is quite in order, as the figure of approximately 60 - 65% of the total votes has been arrived at by deducting the original shares to the nominal value of R. 1,838,700.-- owned by us when calculating the total number of votes, and the proportion of I.G.

(page 50 of original)

Sheet 9 of letter to the Office V of the Reich Finance Court, Muenchen 27, dated 20 September 1941.

was based on the number of votes which then remained. Consequently, the votes from the R. 1,838,700.-- were not credited to I.G., as the opinion of 9.3.41 mistakenly assumes.

1

3) According to the presentation in No. II, it is erroneous to believe that the recognition of the existence of the corporate status from 1927 onwards can only be explained by the fact that the fiscal conception of the corporate status, then beginning to evolve, was at first rather vague, and that this circumstance, coupled with the liberal conception of economic policies then predominating led to the recognition of the existence of a corporate status even in some cases where the general, over-all impression alone pointed to some sort of dependent relationship. It is also erroneous that "the content of the 'Organ' conception has meanwhile been more closely defined" and that "the prerequisites for the formation of large combines, whose conception of the corporate status (Organschaft) favours the vertical economic structure have been defined much more closely". When in February 1928 the I.G., on the basis of proceedings of the auditors, put in a claim with the Frankfurt (Main) Post Finance Office which was dealing with the matter at that time for the recognition of the corporate status (Organschaft) of its Konzern companies, to be effective as from 1 Jan. '27, and the matter was decided during 1928 and 1929, the legal decision of the Reich Fiscal Office on this question, as summarized in the opinions of 23 Nov. (Vol. 20, p. 46/49)

(page 50 of original, cont'd)

and 11 Nov. 27 (Vol. 22, p. 183/187) was already on record. The principles propounded in this decision were subsequently included in the new UStG (Turn-over tax Regulations) of 1934, and in the provision for the execution thereof, as shown in Reinhardt's "Die neuen Steuergesetze", 1934, p. 264. No tightening up of the legal decision in the connection can be observed; but the requirements still are that an enterprise be incorporated financially, economically and administratively into the upper company (Obergesellschaft) in much the same way as a mere business department and should

(page 51 of original)

Court

Sheet 10 of letter to the Office V of the Reich Finance /, München 27, dated 20 September 1941.

have no power internally to take any action on its own account or at its own risk. Neither the opinion of 10.12.40 of the Siegburg Finance Office nor that of the Cologne OFF. of 9.3.41 show that the above requirements have not been fulfilled; therefore, there is no basis for the contention that the previous recognition of our corporate status (Organschaft) by the Finance Office for tax purposes appears to have been a wrong decision which today must be revised.

4) Another completely unfounded assumption is that the financial control by I.G. of our firm would only be secured "if I.G. succeeds in obtaining 75% of our original capital from the shareholders". As the legal decision cited in Article II, 1 of the substantiation of our appeal and the arguments of Schlegelberger-Masowski Akt.G., 3 edition, p. 56, clearly reveal, no definite percentage is fixed as a prerequisite for control; on the contrary, it is emphasized that even a minor participation is sufficient if it secures the controlling influence either by itself alone or with the aid of other means. The arguments of the OFF. overlook the fact that in judging the financial dependence, above all the votes from the preference shares owned by I.G. must be taken into account.

It is a completely unfounded assumption on the part of the OFF. that in order to obtain the required 75% of our original capital, I.G. is endeavoring to increase its amount of original shares of our firm by constant purchases, and thus check any shareholders who might be a potential source of annoyance to I.G. if nothing else. That this assumption is unfounded is best proven by the fact that in 1940, for example, I.G. sold RM 100,000.- of our shares on the exchange for the purpose of regulating the price of the shares.

that

5) It cannot be admitted that the fact that the Technical Committee must be consulted before approving any new constructions exceeding RM 10,000.- is merely an organizational measure. The fact that it is incumbent on us to obtain the approval of the Technical Committee for all new constructions which require a certain minimum expenditure is a clear proof of our financial dependence.

(page 52 of original)

Sheet 11 of letter to the Office V of the Reich Finance Court, Munich
27, dated 20 September 1941.

6) With regard to the profit distribution which I.G. rejected we refer to our arguments under Article I, 5, according to which it cannot possibly be said with respect to outside shareholders that it is merely a financial measure; rather, this action clearly shows that I.G. considers itself to be the owner of our assets.

7) In Article II, 1, d we referred to the difference between I.G.'s original capital and ours, because this difference alone shows that I.G. predominates, and this, together with the other facts we stated, makes the dependence of our firm apparent.

8) We cannot quite comprehend how our reference to the organization as coming within the framework of the I.G. Konzern can be interpreted to speak against the economic dependence of our firm rather than for it. The decentralized organization outlined by us in the substantiation of our appeal in no way changes the fact that the degree of independence allowed within our fields of production, not by virtue of our own rights, but granted at the discretion of I.G., in no way affects the basic dependence of the Konzern at the top levels. Therefore, in Article II, 2 of the substantiation of our appeal we emphasized that just as within I.G. itself the dyestuffs, nitrogen or artificial silk branches are always run by individuals, so within the framework of the I.G.-Konzern, we have a similar set-up with regard to explosives, powder and ammunition, celluloid and plastics. The quite general statements of the Cologne OVP. in no way weaken our contention that we are economically dependent, which is documented by a number of specific data.

(page 53 of original)

Sheet 12 of letter to the Office V of the Reich Finance Court, Munich
27, dated 20 September 1941.

9) Concerning the special status of the armaments business, we refer to Article I, 6 of this statement and Article II, 2, c of the substantiation of our appeal, to which no new viewpoints have been added.

10) If, finally, it is pointed out that there are no written business instructions to our plant management, this is not altogether true, because our management had to comply with overall directives for co-operation within the Konzern and the numerous individual questions which refer to the I.G.-Konzern as a whole are uniformly regulated for all Konzern members by the Frankfurt (Main) Headquarters. In Number II, 2 and 3 of the substantiation of our appeal we described in detail the structure and the activity of the individual Sparten of the I.G. Konzern which shows quite clearly our relationship to the I.G.. Special attention was drawn to the fact that when the Interessengemeinschaft Agreement was concluded our whole bookkeeping organization was adapted to that of I.G. and our whole business management was put under the supervision of the offices which supervised I.G.'s own plants (Central Committee, Technical Committee, Commercial Committee, Sparte Management). One must never lose sight of the fact

(page 53 of original, cont'd)

that all these committees etc. were not joint committees of the firms which were parties to our Interessengemeinschaft Agreement, as is generally the case with Interessengemeinschaft firms of equal status, but were exclusive institutions of I.G. itself in the composition of which we had not the slightest influence. Consequently, the regulations drawn up by the I.G. Central Management for all Konzern members not only assume the appearance of directives from the upper company (Obergesellschaft) but actually are directives. When the OGP states "that the many German enterprises which were compelled to merge, while undoubtedly remaining to some extent

(page 54 of original)

Sheet 13 of letter to the Office V of the Reich Finance Court, München 27, dated 20 September 1941.

economically independent, have not retained a greater degree of independence than has DAG within the framework of the I.G.-Konzern," this has no bearing on the question still to be decided as the relationship to the I.G. was entirely different.

III.) Therefore, in summing up, it can be said that the opinions of the Cologne OGP and the Siegburg Finance Office present no new viewpoints which are capable of refuting the attitude which we have always adopted and which has been recognized over a period of 10 years by the financial authorities, to wit, that, judged by the overall picture of conditions as they really are, our firm is incorporated financially, economically and administratively into I.G. Farbenindustrie A.G. and therefore, must be considered as a corporate part (Organ) of I.G. within the meaning of Article 2, Section 2, No. 2 of the USRDB, 1934.

2 further copies of this statement are enclosed.

Heil Hitler!
DYNCHET KTFERNGESCHLUSCHT
formerly: ALFRED NOBEL and Co.
(Signatures):
A. SCHUBT (illegible).

(page 60 of original)

DYNAMIT-AKTIE-GESELLSCHAFT

formerly ALFRED NOBEL and Co.

Telephone:
Local: Cologne 13211
Long Distance: Cologne 10381
Local and Long Distance: Siegburg 2441

Teletype Connection:
Local: 45
Long Distance: N 38 45

Telegraphic Address:
Adastra Troisdorf

Codes:
Rudolf Mosse
Bentley-ABC 5 and 6

Accounts:
Reichsbank Giro-Konto
Cologne 866
Postal Cheque Account
Cologne No. 93049

Man: Cf. Dr. H. R. Bandow

Postal Address: Dynamit-Aktien-Gesellschaft, Troisdorf

Stamp: Reich Supreme Court of Audit
In: 19 December 1941
2 Enclosures

Stamp: (Mainly illegible)
received 19 December 1941
O.St.V. For. & W.

To:

Office V of the
Reich Finance Court,

M u n i c h 27 -

Your Ref.: Your letter dated: Our Ref.: TROISDORF (Cologne Dist.
AZ. V 124/41 illegible initials St. u. G. 13 December 1941

Subject: Turnover Tax/Gesellschaft

With reference to the memorandum of the Oberfinanzpräsident
Cologne, dated 25 October 1941, sent to us in order that we might ex-
press an opinion, we beg to make the following comments:
1) The view that our memorandum of 20 September 1941 contained, basic-
ally, nothing new in so far as the memorandum of the Siegburg Finance
Office was concerned, cannot be accented; for we were obliged to cor-
rect a series of false and, at times, even misleading expositions
contained in the memorandum of the Siegburg Finance Office, dated
10 December 1940, expositions which were of decisive importance in the
assessment of our relations with I.G. Farbenindustrie A.G. We can
forego a repetition of the view points concerned and restrict the pre-
sent memorandum to the points dealt with by the Oberfinanzpräsident.

(page 60 of original, cont'd)

Point 1. It was expressly pointed out in our memorandum of 20 September 1941 that the contract concluded with I.G. in 1926 was not only designed to bring about the transfer of losses incurred by the former Koeln-Rottweil A.G. which had been amalgamated with I.G. earlier in the same year, but that it had a much more far-reaching significance since it alone would render possible the fundamental reorganization and further development in the field of cellulose chemistry. I.G. was, in fact, obliged during the years immediately following the conclusion of the contract, to take over considerable losses incurred by our firm is intentionally overlooked by the Oberfinanzpräsident in his memorandum.

(Handwritten marginal note: Should read: thus not only losses incurred by Koeln-Rottweil ?)

It can therefore in no circumstances be said that,
(page 61 of original)

Sheet 2 of the letter to Office V of the RFH, Munich,
dated 13 December 1941.

"without the fatal Profit Pooling Contract (Gewinnpoolungsvertrag)" with the former Koeln-Rottweil A.G., our firm would not have concluded the Interessengemeinschaft Contract with I.G.

Point 2. It is expressly stated in the memorandum of the Siegburg Finance Office, dated 10 December 1940, that in estimating the value of our contract with I.G., the fact that it had been concluded at a time of liberalistic trends of thoughts and methods of industrial administration, should not be overlooked. That the interests of the contracting parties were not equally considered at the time when the contract was concluded, as must be deduced from recent statements, is an entirely unfounded assertion. Within the limitations of conditions prevailing at the time of the conclusion of the contract, and the conditions which it was humanly possible to predict as the outcome of the future development of the contracting parties, the interests of both parties were constantly borne in mind.

Point 3. In its memorandum of 10 December 1940, the Siegburg Finance Office indicated in a general manner that the Reich Finance Court had not, so far, made its recognition of the Organschaft dependent upon the existence of a 3/4 majority, and that such preponderance in the control of financial interests was not always necessary, but that it was possible in individual cases that the dependence of an enterprise as seen in the total picture of its relations to the controlling firm is so complete that the question of financial interest is of minor importance; on the other hand, however, it emphasized that in our case, the circumstances were not such that I.G., with the shares then in its possession, was in a position to force upon the general meeting its desire for fusion as would have to be the case if our firm were to become a mere workshop. In this there is an undoubted contradiction; for in our case also, only the total picture can come into consideration, the observation of this total picture gives to the provision of Article 4 of the contract concluded with I.G., a far greater importance than has been so far recognized by the Siegburg Finance Office.

(page 62 of original)

Sheet 3 of the letter to Office V of the RPH, Munich,
dated 13 December 1941.

For the details, we refer to Paragraph II 1 of the substantiation of our appeal dated 20 November 1940, and paragraph 3 of our memorandum, dated 20 September 1941. In that document, our primary object was to indicate the total lack of justification for the imputation that the National Socialist State would not, in practice, sanction the application of Article 4 of the contract, following the collapse of our firm, and that the transfer to another enterprise of those plants of ours engaged upon military production would be totally undesirable from the point of view of the general interests of the Reich. This point which we established was not contradicted in the memorandum of the Oberfinanzpräsident, dated 25 of this month.

Point 4. Already in Paragraph II 1 b of the substantiation of our appeal, dated 20 November 1940, it has been shown that the view contained in the decision (Aufhebungsentscheidung) that, according to experience of everyday life, it may be assumed with a degree of probability verging on certainty, that in the case of action on the part of I.G. designed to bring about amalgamation, most of the private shareholders would combine with the opposition group then in existence in order to protect their interests which had been affected by this action, cannot be sustained. The force of this unjustified argument of the Oberfinanzpräsident is already weakened in the memorandum of 25 October 1941, in that it is "quite possible" that the private shareholders would combine to form an opposition group and successfully oppose proposals made by I.G. for the adoption of which a 3/4 majority is required. Independently of the fact that, as a result of the shares which it holds and the position which it has created for itself through the Interessengemeinschaft contract, particularly Article 4, I.G. feels sufficiently strong to impose its will upon our Company, and has, in consequence, not only renounced the right to purchase additional shares in our Company on the open market, but has also surrendered shares in order to stabilize the stock-market, there is no indication - it is, on the contrary, impossible - that the number of private shareholders

(page 63 of original)

Sheet 4 of the letter to Office V of the RPH, Munich,
dated 13 December 1941.

would be sufficiently high to render possible the rejection of an I.G. proposal requiring a 3/4 majority; for, of the founders' shares, RM. 7.5 million are held, as can be seen from the files, by E.I. Du Pont de Nemours and Co., Wilmington/USA and Imperial Chemical Industries Limited, London S 1, two foreign firms, with which I.G.'s relations at the time in question were entirely friendly and with which agreements had been concluded in a number of fields of work, agreements, the implementation of which was interrupted only by the outbreak of war; there are therefore no grounds for the assumption that these firms voted against the I.G.'s proposal for amalgamation at our main meeting at the time in question or that they would vote against such

(page 52 of original, cont'd)

a proposal after the latter resumption of economic relations. The possibility of creating an opposition group, the influence of which would be decisive would seem to be thus excluded.

II.) It was also necessary in our memorandum dated 20 September 1941 to correct a number of points raised by the Oberfinanzpräsident, Cologne in his memorandum dated 9 March 1941.

Point 1. With reference to Point 1), we would call attention to the fact that the calculation of the proportion of votes on the basis of the number of shares held by I.G. was erroneous and that I.G. had persisted in attempting to increase the number of original shares of our firm held by it by the purchase of shares, thus checkmating the outside shareholders who represented at least a potential source of annoyance to them.

Point 2. We read in the note on the results of the conference held on 17 May 1938 no other meaning than was actually indicated in the wording of the notice itself. Nobody can now dispute the fact that, at least in the view of the then representative of the Frankfurt Finance Office (Frankfurt/Main) Stock-Exchange who was particularly well acquainted with the set-up of the I.G. Konzern, and of the Chief of the Accountancy Branch of the Konzern, in the light of the total picture of actual relations, the Organschaft cannot be denied and the representatives of the Siegburg Finance Office raised no objections to the wording of this note.

(Page 54 of original)

Sheet 5 of the letter to Office V of the RFH, Munich,
dated 13 December 1941.

Point 3. If the erection within our firm of new plants to a value of more than RM. 10,000 requires the authorization of the Technical Committee (TEA) of the I.G., this very fact in itself is, in our opinion, a manifestation of our financial dependence. This point of view must, at all events, be taken into account in the appraisal of the total picture.

Point 4. In paragraph 9 of the memorandum of the Oberfinanzpräsident dated 9 March 1941, it was stated that our reference to the decentralized organization within the I.G. Konzern could be interpreted as an argument against rather than for the economic dependence of our Company; when an economic structure has assumed proportions as great as those of I.G., it is necessary in the normal course of events that a considerable measure of independence and freedom of action be granted even to those departments which are, without any doubt, dependent, if the operation of the concern is not to become submerged in a sea of paper. With reference to this point, we expressly called attention, in Paragraph II 8 of our memorandum dated 20 September 1941, to the fact that the basic dependence of our firm -- the top-level organization of the Konzern is in no way affected by the decentralized organization outlined in the substantiation of our appeal, for it is not independence *sensu stricto* which is in question, but independence granted,

(page 64 of original, cont'd)

after consideration has been given to the problem by I.G., within the field of production covered by us, independence such as should be granted without further ado, in the view of Oberfinanzpräsident, in cases in which "genuinely dependent departments of I.G. as to the dependence of which there can be no doubt", are concerned. Neither in the memorandum of 9 March 1941 nor in that of 25 October 1941 have any reasons been advanced against the individual statements made in Paragraph II 2 of the substantiation of our appeal, which could weaken our conception of economic dependence. A detailed exposition of the armaments business is given in Paragraph II 2 c of the substantiation of our appeal dated 22 November 1940 and in Paragraph I 6 of our memorandum dated 20 September 1941. So far, no point of this has been refuted.

(page 65 of original)

Sheet 6 of the letter to Office V of the RPH, Munich,
dated 13 December 1941.

Point 5. The assumption that the Central Committee, the Technical Committee, the Commercial Committee etc. of I.G. form integral parts of the management of the Konzern is incomprehensible to us in view of the statements contained in Paragraphs I 4 and II 10 of our memorandum dated 20 September 1941, to the effect that the Technical Committee for example, is an exclusively I.G. organization which is not established on a foundation of mutual agreements between our two firms and which can therefore not be considered as representing equal rights for both partners. The Central Committee of I.G. also is primarily a special committee consisting, at present, of seven members of the Vorstand of I.G., to whom is reserved the exclusive right, within the Vorstand as a whole, to take decisions on matters concerning specific spheres of work. The composition of this Central Committee can be seen from the I.G. annual report; no member of our Vorstand holds office in this Central Committee of the I.G. For the rest, leading men of the Vorstand of daughter companies are summoned to serve on the committees formed by I.G. solely on account of their specialized knowledge. These committees do not, however, form a common body representing several firms; such as might in our case, for example, constitute an indication of equal rights.

The above statements demonstrate that the memorandum of the Oberfinanzpräsident dated 25 October 1941 cannot refute the reasons advanced by us in the substantiation of our appeal dated 20 November 1940 and our memorandum dated 20 September 1941 in favor of financial, industrial and organizational incorporation in I.G. which is to be approved in the light of the total picture of actual relations, and thus, our firm is to be considered as an organ of I.G. for the period from 1 December 1938 onwards.

We enclose two further copies of this memorandum.

Heil Hitler
DYNAMIT-AKTIE-GESELLSCHAFT
formerly ALFRED NOBEL and Co.

Signature: A. Schmidt Signature: (illegible)

(page 63 of original)

Reich Minister
of Finance
S 4105 - 74 III
It is requested that this
reference and the subject of the
letter be cited in any further
communications.

Temporarily at Elmenau, 23 October 1943

(Stamp):
Reich Court of Audit
in: 3 November 1943
... Enclosures: 7 Files

Organschaft and the Turnover tax: Incorporation of the Dynamit A.G.,
Traisdorf into I.G. Farben A.G.
Your letter of 3 July 1943 V 124/41

(Na.) bf. Dr. R. Ri. Randow

In your letter, the question of whether the Organschaft can be
recognized from the point of view of turnover tax, in accordance with
Article 17 of the Regulation governing the Implementation of the
Turnover Tax Law (USt DB - Umsatzsteuerdurchführungsbestimmung)
even if there is no connection between the controlling company and
the subordinate company in the realm of production itself. You are
of the opinion that, in the case of the turnover tax - unlike the
corporation tax and the trade tax - the connection in the realm
of production is entirely irrelevant. I cannot identify myself
unreservedly with this opinion. Economic incorporation is recognized
from the point of view of the corporation tax and the trade tax if
economic connections exist between the controlling company and the
subordinate company. The principles governing this question are laid
down in Volume 50 of the BStF, pages 22 to 25. The statements of
Regierungsrat Meyer quoted by you are thus out-dated. In view of the
history of the origin of Article 2, Paragraph 2, Figure 2 of the
Turnover Tax Law (Umsatzsteuergesetz - UStG) and its practical
application, I see no reason why the question of incorporation should be
dealt with differently in the cases of the turnover tax and the
corporation tax. It is in conformity with the order stipulating
simplification that similar concepts should be similarly interpreted
in their relation to the various taxes, unless insurmountable obstacles
render such a course impossible. Such insurmountable obstacles do not
exist in the case of the conception of the Organschaft.

It is correct that it is not necessary to deny the existence of in-
corporation if the incorporation is either financially, economically or
organizationally incomplete.

Reich Court of Audit
V. Senate
München 27
Tanningstrasse 109

(page 34 of original)

In order that the *Organschaft* may be recognized, it is sufficient, although the incorporation may be incomplete in one of these three spheres, if, nevertheless, its existence is all the more positive in the other spheres, so that the incorporation is recognizable in the light of the total picture of actual relations.

The indication contained in the judgment of 13 December 1940 Reich Tax Gazette (*RSBl. Reich Steuerblatt*) 1941, page 320 No. 360 and in your letter of 3 July 1943, that an individual contractor can have several plants engaged on various types of work, does not take into account the fact that, in the case of the *Organgesellschaften* (illegible as note) we are concerned with independent legal entities. The dependence of such legal entities, which are, in themselves independent, could be recognized according to the theory of *Organschaft*, only if the special prerequisites for financial, economic and organizational incorporation are present. The theory of the unity of contractors is based on the idea of financial control. Such control is not, however, sufficient, in the case of legal entities. It may be possible, therefore, to apply the idea of the unity of contractors to the dependence of an *OHG* (Company other than a Limited Company). From this point of view also, the decision contained in the judgment of 13 December 1940 could be correct. The principles governing the unity of contractors cannot be applied to the question of the dependence of legal entities. To this extent, the statements on this subject contained in the judgment of 13 December 1940 appear to me to be open to objection.

The following results from the application of these principles to the appeal of the *Dynamit A.G.* brought in connection with the turnover tax:

I have no doubt as to the proposed recognition of the financial, economic and organizational incorporation of the *Dynamit A.G.* into the *I.G. Farben A.G.* The organizational incorporation is indisputable, in view of the close connections created by the *Interessengemeinschaft* contract of 1926.

I have, moreover, no doubt that, in the light of the total picture of relations, the prerequisites for financial incorporation are considered to exist, although the amount of *I.G. Farben A.G.*'s financial interest in this company still does not authorize the imposition of the will of *I.G.* in any respect.

(page 85 of original)

The economic incorporation should, in my opinion, be approved, because there exists between the two companies a connection in the sphere of industrial activity, within the meaning of the statements occurring in Volume 30 (pages 22 and 23) of the BdSt. In the first paragraph of your letter of 3 July 1943, you explain that each of the two companies administers one particular sphere of work which has contact with the other spheres of work only insofar as individual preliminary products are exchanged by the companies, but that the final products are manufactured totally independently in the separate plants. You indicate in your letter, on the other hand, that the industrial interests involved in the Dynamit A.G. affair are largely the interests of I.G. Farben A.G. also. I am of the opinion that the allocation to a firm of one particular sphere of work does not oppose the hypothesis of an economic connection. It is one of the tasks of a Konzern to define the spheres of work and to remove irregularities arising in connection with production. From the very fact of the allocation of a specific field of work, it is apparent that the firm within the Konzern has specific tasks to fulfil within the framework of the Konzern. The allocation of a sphere of work can thus far be considered as a sign of incorporation. In the present case, this has been brought about by the fact that I.G. Farben A.G. has taken out of the hands of the Dynamit A.G. the production of artificial fibre and combined it with its own artificial fibre production, and that it had, on the other hand, made over to the Dynamit A.G. its own production of explosives and similar products. I consider the contact between the spheres of work so far-reaching as to justify the assumption of an economic connection. The appellant stated the following in the substantiation of the appeal dated 20 November 1940:

" Sheet 11 of the File of the Reich Court of Audit:

The gun-powder factory in Rottweil which has been extended several times is, however, operated by I.G. in close conjunction, from the administrative point of view with the I.G. artificial silk factory situated in the same locality, and the products thereof offered to us for sale.

Sheet 17:

During the ensuing period, this has increased very considerably

(page 86 of original)

as we require for our plants large quantities of I.G. nitrogen products, such as ammonia, nitric acid, urea etcetera, of inorganic chemical products of I.G., such as chlorates, sulphur, sulphuric acid, hydrochloric acid, oxygen and hydrogen and of organic chemicals, especially glycerine, glycol, toluene and collodion wool. In addition, a large number of other products from other fields of I.G. production form an essential basis for the sphere of work allocated to us within the framework of the I.G. Konzern. This is true in a particular measure of the field of artificial silk developed in the course of the closest scientific, technical and commercial collaboration with I.G. works."

In a further letter to the Reich Court of Audit (Page 33 of the files of the Reich Court of Audit) dated 20 September 1941, the appellant made the following statement:

" The I.G. is engaged in the interests of the Reich ^{on} industrial work of military importance, to a far greater extent than our firm. In this work, the preliminary products required for the production of explosives and gun-powder play a very important role, so that, - contrary to the assumption of the Siegburg Finance Office - the interests of the Reich would not oppose amalgamation of the plants. In these circumstances, I consider the economic incorporation also to be an established fact."

These statements are substantiated by facts which I established in 1941. According to these facts, lively business relations have been maintained between the Dynamit A.G. and I.G. at all times. The raw materials required by the Dynamit A.G. were, to a great extent, produced and supplied by I.G. These raw materials formed an essential basis for work in that field of production allotted to the Dynamit A.G. within the framework of the I.G. Konzern. It was apparent from a list showing internal turnover between I.G. and the Dynamit A.G. for the years 1931 to 1937, that deliveries from I.G. to the Dynamit A.G. in the year 1933 amounted to RM 30 million and from that time onwards increased by RM 10 million per annum to reach RM 70 million in 1937.

(page 87 of original)

The Dynamit A.G.'s turnover for deliveries to I.G. increased during the same period from RM 7 million to RM 30 million. In view of the existence of such close relations, the economic connection cannot be denied.

I shall desist from participation in the proceedings.

I return the seven files enclosed with your letter of 3 July 1943.

By order
(signature) Ivann

(page 103 of original)

File ref. V 124/41 S.

Subsidiary Status (Organschaft):
Great freedom can be given to
a subsidiary company in its own
branch of work.

In the name of the German People.

In the turn-over tax case of December 1936 of the Dynamit A.G., formerly Alfred Nobel and Co. in Troisdorf, (Cologne District), the V. Senat of the Reich Court of Audit in collaboration with the Senat-praesident, Dr. Huebschmann as chairman and the Reich judges Viernstein, Seelich, Probst and Bardenow, at the meeting of 26 November 1943, passed judgment on the appeal of this company against the decision given by the Oberfinanzpraesident Cologne on 3 September 1940:

The contested decision is quashed. The appealing party is released from the turn-over tax demanded. The Reich bears the costs of the appeal.

Grounds.

The disputed question is whether the appellant has forgone its independence in accordance with the law of taxation and has become a subsidiary (Organ) of the I.G. Farbenindustrie A.G. (abbreviated: I.G.) through the Interessengemeinschaft contract concluded with the I.G. in 1926. The authorities denied this, since in their estimation all three stipulations of financial, economic and organizational incorporation are not fulfilled and in accordance with the judgment of the Senat in the face of the assertion that "Organschaft" existed here, a strict standard must be applied. The investigation of the facts and the legal situation resulting from the appeal brought by the company, lead to the cancelling of the preliminary decision and the recognition of "Organschaft".

Let it first be understood that the interested finance offices have recognized the appellant as an "Organ" of the I.G. for more than ten years since the Interessengemeinschaft contract came into existence.

(page 104 of original)

It was not until the audit of 1937 that the doubts which existed to the contrary were intensified so considerably that "Organschaft" was challenged. Even the preliminary decision, however, does not deny that there are far-reaching legal obligations between the two companies. As, however, the contractual agreements of the appellant leave room to a great extent for independent decisions the authorities, in consideration

(page 104 of original, cont'd)

of the strict stipulations of the jurisdiction denied the existence of Organschaft.

The decision on the appeal citing six different circumstances, reaches the conclusion that the organizational dependence of the appellant from the I.G. must be recognized. It denies, however, the existence of a sufficient financial incorporation. For in their estimation a maximum of 61% (after the shares actually in the possession of the appellant have been deducted) of the voting capital of the appellant belonged to I.G. They are of the opinion, therefore, that for all decisions requiring a three-quarters majority, in particular the acceptance of the merging with the I.G., sufficient scope was left to the appellant for the decisive formation of an independent will, which would exclude the lack of independent will necessary for recognition of Organschaft. According to the interpretation of the preliminary decision, the third requirement, that of economic incorporation, is also lacking. This can be denied on the grounds of the sphere of work allotted to the appellant and of the explanations which the latter made in a civil lawsuit (brought against them by one of their share-holders in 1933) about this very collaboration of theirs with the I.G.

From the investigation by the Senat it emerged that no particular weight is to be attached to the objections raised by the authorities, but that taking the total picture of the actual conditions into consideration, the appellant's interpretation proves correct. The fact that economically a great deal of independence has been left to the chiefs of the appellant company for the branch of work administered by them

(page 105 of original)

does not eliminate the assumption of incorporation, since the controlling company by its own decision has left this independent activity to the appellant. The I.G. took an interest in the appellant (at that time in distressed circumstances) in the twenties because the latter was connected with the Kooln-Rottweil A.G., which had carried out extensive research work with regard to the production of artificial fibre. The I.G.'s interest was essentially directed towards combining this branch of the undertaking with its own research in the same sphere. After the conclusion of the Gemeinschaft contract the I.G. separated the Kooln-Rottweil A.G. from the appellant and took it over, leaving it, however, the greatest possible freedom of decision in its original (considerably expanded) sphere of work on the production of explosives etc. But the I.G. had automatically to

(page 105 of original, cont'd)

impose on the company the organizational obligations of the whole Konzern which were recognized as essential by the Oberfinanzpräsident also. Their importance seems to the Senat so considerable in the framework of the total picture that it recognizes here an incorporation of the appellant leading to the loss of independent will. For the latter is obligated by the terms of the contract, before implementing any financial plan and before any new venture (investment), even when so much as the actual border-line of 10,000 RM is exceeded, to obtain the approval of the authoritative technical committee for the whole Konzern. The appellant does always actually obtain this, so that its obligation is not purely a form. With this, however, such an extreme restriction is imposed on the volition of the responsible leaders of the appellant firm in the normal running of its business that despite all other freedom of movement any resolution on the part of the appellant company opposed to the will of the controlling company cannot even be conceived. The fact that the suggestions of the appellant company have in general been accepted by the technical committee is not contrary to this explanation, since here even the theoretical possibility of a different decision by the committee is proof of the total subordination of the appellant.

In this connection the only point which can remain problematic is whether total incorporation is still ruled out by the fact that

(page 106 of original)

the controlling and controlled companies after the splitting up of their spheres of work become active each in its exclusive field, that, namely, one does not transfer its activity totally to the other, but their products are exchanged only to such an extent that this exchange could still be in no way decisive for the economic importance of both undertakings taken as a whole. This, however, is neither general, nor necessary in the particular case of the appellant. The allotment of a certain sphere of work is not contrary to the assumption of an economic connection. It is among the tasks of a Konzern to limit the spheres of work and to eliminate economic irregularities. It is apparent from the allocation of a certain sphere of work that the Konzern firm has definite tasks to carry out within the framework of the Konzern. The allocation of a sphere of work can to this extent be considered as a sign of incorporation (for this refer to Vol. 50 of the tax-law library, pp. 22-25). Additionally, the economic incorporation is strengthened by the following circumstance: Active mutual business relations have always existed between the appellant and the I.G. The raw materials needed

(page 106 of original, cont'd)

by the appellant are for the most part produced and supplied by the I.G. They form, nevertheless, an essential basis for the sphere of work allotted to the appellant within the framework of the whole Konzern. It appears from a statement of the internal relations between the two companies that the deliveries made by the I.G. to the appellant amounted to 30,000,000 RM in 1933 and rose from then on by 10,000,000 RM yearly, up to 70,000,000 RM in 1937. In the same period, the deliveries made by the appellant to the I.G. increased from 7 to 30 million RM. In the presence of such a degree of interdependence, economic connection cannot be denied even in firms of the greatest scope. It need therefore not be taken into consideration to what extent, in addition to all this, the transfer of the chiefs of one company to the administration of the other constitutes an intensified concentration. For incorporation need not be denied,

(page 107 of original)

if it is incomplete either financially, or economically, or organizationally. It is sufficient for the recognition of Organschaft if, although incorporation is incomplete in one of these three spheres, it is so apparent in the other spheres that incorporation is evident from the total picture of the actual conditions (cf. decision of the Reich Court of Audit dated 8 May 1936 V. 272/35, Taxation and Economy 1936 No. 440).

In view of this legal situation, it need not be considered in the final investigation of the financial relations, whether the I.G. has further influence beyond that of the percentage estimated in the preliminary decision (6 1/2% of the voting shares), in particular, whether the securities which in 1938 were still in the hands of closely connected British and American companies, with whose collaboration 7,500,000 ordinary shares were issued to the appellant in 1925, were to be counted to the credit of the financial interests of the appellant or of the I.G., namely whether they reduced the financial minority. Minority groups could realize a "personal" will in company decisions only if they went with the majority — but this majority has to be in conformity with the wishes of the I.G. —

In view of this situation, the sums credited to the appellant by the I.G. were not to be subject to turn-over tax, and additionally, the I.G.'s turn-over, not that of the appellant, was to be subject to tax assessment. Since the appeal on this contested question was

TRANSLATION OF EXCERPTS FROM DOCUMENT No. KI-11745
CONTINUED

(page 107 of original, cont'd)

successful, the costs, in accordance with Article 309 of the
Reich Taxation Decree, are to be borne by the Reich.

signed: Dr. Puchnermann

Vierstein

Soelch

Probst

Sandow

CERTIFICATE OF TRANSLATION

4 November 1947

We, Guenter E. MEER, ETO No. 35268, Samuel S. HORN, AGO No. 443113,
Beryl C. DESNICK, AGO No. D 427459, Patricia E.C. WOOD, ETO No. 20139
and Jane MARTIN, ETO No. 20144, hereby certify that we are duly
appointed translators for the German and English languages and that
the above is a true and correct translation of excerpts from
document No. KI-11745.

Guenter E. MEER
ETO No. 35268

Samuel S. HORN
AGO No. 443113

Beryl C. DESNICK
AGO No. D 427459

Patricia E.C. WOOD
ETO No. 20139

Jane MARTIN
ETO No. 20144

Case 6
sup. fish.
2/6

TRANSLATION OF DOCUMENT No. NI-13573
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

I.G. FARBEINDUSTRIE AKTIENGESELLSCHAFT
Central Tax Department

EXL#1944

Frankfurt/M 14 January 1944.
Graenicherplatz Pr/K

(Trans. note: Handwritten: 25 Jan 1944.
Initial G(for Gajowski))

stamp: Sekretariat Dr. Gajowski

Rec'd: 17 Jan 1944

Answered: 151)

To the
Members of the Vorstand of IG

Re: Dynamit-Fabrik-Gesellschaft
Organschaft (Dependent on and forming part of another firm)

Dear Sirs,

At Geheimrat Dr. Schmitz' request we are sending you enclosed for your information a copy of the judgment of the Reich Supreme Court of Finance of 26 Nov 1943, for which we fought together with the DAG in a procedure of appeal which took nearly 5 years. According to this the fact that the DAG forms part of the concern (Organschaft), which had already been recognized earlier, but which had been disputed when the books were examined the time before last, has now been confirmed once again and the matter has on principle now been decided in our favor; this also includes the relationship between the firm Genschow and IG. With regard to turnover tax, the significance of the judgment lies in the fact that the so-called "deliveries within the concern" between the IG and the companies forming part of the concern on the one hand, and the DAG and Genschow as well as their subsidiary companies on the other, as well as within the groups, are free of turnover of tax.

The judgment of the Reich Supreme Court of Finance is in accordance with previous decisions of court according to which the general picture of the actual conditions is the decisive factor for judging the dependence of the firm (Organschaft), and emphasizes that it is sufficient for the recognition of dependence (Organschaft) if the incorporation of the controlled company into the controlling company which is on principle required financially, economically and organizationally, is not complete in one of these three respects, but is all the more absolute in the other. The Reich Supreme Court of Finance attaches the greatest importance to the general organizational obligation of the concern as a whole, the importance of which compared to the freedom of decision otherwise allowed the DAG by IG with regard to explosives etc. is expressed in the fact that the DAG must obtain the approval of the Technical Committee for investments of more than RM 10 000.

In view of the experience we have gained during the negotiations about the Organschaft (dependence) of the Titan WbH which was not recognized, and the appeal of the DAG, we would ask you to see that the obligations connected with the community of interest's agreement etc. will in future not just be regarded as merely a formality, but that the recognition of dependence (Organschaft) will not be jeopardized in future, in view of the considerable amounts of turnover tax involved for all the subsidiary companies whose capital is not entirely held by IG, that is particularly DAG, Genschow, and Riebeck Montan; the fundamental dependence on the IG should also be considered in the resolutions of the Technical Committee and in the formulation of minutes of meetings etc., in spite of all the freedom of action granted the leading officials of these subsidiary companies. We should try avoiding everything which

could give the impression of an independent company within the concern,
such as Rhinstahl is for instance.

Hell Hiler,
IG FARBENINDUSTRIE AG. SINGEN/SCHNITT

(signature) Dörner (illegible
signature)

Enclosure

CERTIFICATE OF TRANSLATION

I, DOROTHEA L. CALINSKI, NYO 404072, hereby certify that I am thoroughly
conversant with the English and German languages and that the above is
a true and correct translation of Document No. 87-1373.

DOROTHEA L. CALINSKI
NYO 404072

Case 6
info 1
8

EXH #1945

TRANSLATION OF DOCUMENT No. NI-13516
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

IG Farbenindustrie Aktiengesellschaft
Legal Department
Berlin NW 7

To the Vorstand
of Dynamit-Aktiengesellschaft
vorm. Alfred Nobel & Co.

RECEIVED
District Cologne

Confidential

S/Rs 234
536

3 May 1938

Directives for the Compilation of Annual Reports.

The Reich Economic Chamber has asked us already to notify the companies connected with us now of the directives for the compilation of annual reports, as below, about which a decree will probably also be issued later.

1. The annual report is not to contain any statements about stores and stocks of synthetic raw materials of the 4 Year Plan, except when there is a general obligation to make a report. Even in such cases they are to be divided more according to the rough amounts than according to value.
2. The annual report is not to contain any statements about operations (for exploitation and processing) of synthetic raw materials of the 4 Year Plan.
3. The annual report is not to contain any information about the additional export program or details about the execution of export deals.

Consideration of military economy which concern the armament industry of course continue to be unaffected by this, so they must be adhered to as well.

Please be kind enough to pass this information also to the companies of your concern.

Heil Hitler!
IG FARBENINDUSTRIE AKTIENGESELLSCHAFT
signed ppa Helfert signed i.V. Silcher

(Transmitted stamp)

GABRYN COPY

CERTIFICATE OF TRANSLATION

I, DOROTHEA L. GALEWSKI, LTO #34079, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. NI-13516.

DOROTHEA L. GALEWSKI,
LTO #34079.

END

Can be
sup. city

EX #1946

TRANSLATION OF EXCERPTS FROM DOCUMENT NO.
EL-14008
OFFICE OF CHIEF OF COUNCIL FOR WAR CRIMES

Dr. Gajewski

Dr. Go/Hi

27 February 1935

Personal : Confidential

Dr. Kampf,
I.G. Farbenindustrie AG.
Schloss
Karlsruhe

Re: letter of 26 February 1935 re.

Re: Air-Raid Protection

Dear Doctor Kampf,

In reply to your letter concerning air-raid protection I should like to inform you of the following:

In the case of several I.G. plants, the representatives of the air-raid protection services have succeeded in getting hold of detailed plans of the plant, and even of quite detailed plans of the manufactures concerned, as well as the exact entry of these manufactures in the plant schedule. Such wishes are to be rejected under all circumstances and no drafts of any kind are to be given out.

I do not believe it will be possible to switch Bobingen over to powder production again, as in the event of war there is no doubt that we shall need tremendous quantities of rayon also.

As regards the actual protection of the plants, they will be required to procure for themselves and at their own cost 2 cm. tracer artillery in sufficient numbers, whilst the Reich Ministry of Economy will pay for the team of men who will have to be trained for this purpose in the plant.

Leverkusen has even refused to deal directly with the local air-raid agencies involved and only deals with the Reich Air Ministry.

With best wishes

Yours,

Main copy in 127/6-3

1 further copy in : 2

by order GAJEWSKI
106.

(Page 3 of original)

I.G. WOLFFE

Rayons - Technical Central Offices.

19

0.

To: Direktor Dr. Gajewski, Vofen
Direktor Otto, Berlin
Direktor Dr. Kleine, Vofen

Direktor Dr. Eschmann, Vofen
Direktor Dunst, Berlin

Your Reference

Your Letter

Our Reference

Date

Prof. Ell/Vo.

23 December 1937

TRANSLATION OF EXCERPTS FROM DOCUMENT NO.
VL-41003
Confidential

Enc.

Enclosed we forward a report from Dr. Littmann on the use of AGTA-rayon for the production of industrial tissues. As this report also includes the work we have done by order of the War Ministry and Air Ministry we request you to handle it as strictly confidential.

23 December 1937
Secretariat Dr. GAWDESKI
50339

Enclosure:
1 Report (Handwritten initials: Illegible) 117
(Page 3 of original)

C o n f i d e n t i a l

On the use of Agfa-rayons for the manufacture
of industrial tissues.

23 December 1937
(Stamp): Secretariat Dr. GAWDESKI
50339

Volken, 18 December 1937
Dr. Lt/Y.

.....
(Page 9 of original)

Parachute materials.

The first experiments were carried out in 1930/31 with the research institute Adlershof; T-wypl silks were tested here, too. At that time a high strength of 700-800 kg/s was required on an average for a small weight of material of approximately 50 grams, and also great regularity of texture both in the warp and the weft, and resistance to staining when folded. The requisite strength was obtained with T-wypl, but the regularity of texture left very much to be desired, especially as taffeta bindings were required and they need stronger material than other bindings.

If these experiments gave no practical result they did show that it was necessary to consider the influence of the bindings and thus to help later experiments, undertaken jointly with the Reich Air Ministry, to produce rapid and favorable results.

At our suggestion the taffeta binding was replaced by an etamine binding for passenger parachutes; as silk a 60 denier Trevora and 75 denier cork silk were used (with a breaking load of 230-340 with 15% stretch corresponding to a 65 gram weight of material with a strength of 500-550 kg/s). As these parachutes are mostly stored away already folded and tightly packed, one part of the materials was made crease-resistant and another part was made without this additional treatment. 6 parachutes are being tried out at the Berlin testing ground.

During repeated drops they have completely satisfied conditions for purchase, so that the experiments are judged very favorably by the Reich Air Ministry. I was told that the judging of the tests was confidential; in every drop the parachutes held, opened smoothly and in comparison to other parachutes relatively shock-free. All surveying curves reveal the same picture.

TRANSLATION OF EXCERPTS FROM DOCUMENT NO.
PA-14003
Cont'd. -----

(Page 10 of original)

The perviousness of air is greater because of the strain combination.

(Page 11 of original)

about 100% greater than in the silk materials used up to now and the dropping speed is increased about 15% by this; it is too great for passenger parachutes and is to be reduced by alterations in the construction of the parachute.

The parachutes are now being tested for keeping quality when packed and are to be studied in various weather conditions in further dropping experiments.

For GOODE PARACHUTES.

We have produced a fabric made of 450 denier cord silk for great strains. The tensile strength amounts to 3000 kg/per meter and if necessary could still be increased. Since in this case the weight of the fabric is not as important as in passenger parachutes. A second sample has been made of Vistra G/W with 1700 kg/tensile strength per meter. The physical preliminary tests indicate that the fabrics are good; the practical tests have not yet been performed.

On the other hand the tests of the parachutes for flares made of 50 denier Agfa silk have been carried out so far that the introduction of these fabrics may be expected soon. The parachutes had a crease-resistant finish and it has yet to be determined whether it is not possible to do not only without the crease-resistant finish but without any kind of finish.

(Page 12 of original)

and whether goods could not be used right from the loom after having been sized with vinurol or tylose. Another 300 m of material are being manufactured for this purpose and for the completion of the tests and will be made available.

Information, which has been passed to us via Bitterfeld from the Chamber of Commerce Sonneberg, that 1.6 mm are required for parachutes for equipment, but that until now the rayon has always torn at the seams, does not apply to our parachutes, as has been expressly confirmed by the Air Ministry.

BALLOON FABRICS.

The fabrics are particularly intended for barrage balloons and are therefore to have little weight but high tensile strength with little expansion. The tensile strength is to be about 10 times the weight of the material in kg/m, and if possible the expansion is not to exceed 12%. Therefore, similar materials to those used by us for parachutes can be considered; the strain is different insofar as the balloon materials are much more exposed to weather, wet and light than the parachute materials.

Some of the experiments which have been carried out so far together with the High Command of the Army and Ballonfabrik RIEDINGER-Augsburg

TRANSLATION OF EXHIBITS FROM DOCUMENT NO.
 HL-14003
 Cont'd

(Page 13 of original)

have so far had any useful results; this is mainly because the rubber-impregnated, gasproof fabrics were not weather-proof. During the last year HELL-Berlin has produced a gas-proof rubber impregnation which reacted quite favorably in the weathering tests in Berlin and with us, so that new samples have been given to two balloon factories for testing. The fabrics in this case are made of a strong Rottweil silk. Augsburg pointed out the low resistance of damp, while KELLER and STELLING apparently did not attach much importance to this point. No decision has yet been made, however, and none can be expected for the next four months.

The work of Dr. HAGEDORN, on the production of balloon fabrics by gumming gas-proof foil (viskol 100M) on rayon fabrics should be mentioned in this connection, since as regards weather-resistance gas perviousness of the materials they are quite good. The materials are not yet suitable for further tests because of various difficulties (particularly low adhesive quality).

CARTRIDGE POUCH MATERIAL

is being produced today out of 300 denier Agfa silk. The tensile strength required is being reached with Br. B, over 150.

(Page 14 of original)

The difficulties which arose at first in the production of the cartridge pouch materials were not due to the strength of the Agfa silk but in the great strain on the warp in sizing and weaving. The tensile strength of some of the silk of the competition of coarse did not suffice and gave rise to complaints. It was not until later that the rival factories succeeded in reaching the required tensile strength.

In order to save material experiments to produce materials from lower titres, 250-180 denier, instead of the 300 denier, should be made, since it is certain that the fabrics would be able to bear the strain.

WINDING MATERIAL (Beschussstoffe)

for testing fuses was worked out in collaboration with the Department Armament Testing X of the High Command of the Army. The materials are to have a prescribed weight, tensile strength and expansion. The fabrics developed by us from Agfa silk 300 denier in the warp with 8 English Vistra GWN in the weft comply with the requirements. These fabrics have in the meantime been introduced and, as we recently heard from the Department, are being used constantly. Temporary difficulties that arose were the procurement of vistra yarn of 40mm and replacement

(Page 15 of original)

by vistra yarn of 300 mm, so that tensile strength given by us was not quite reached, but it was still sufficient for the testing department.

TRANSLATION OF EXCERPTS FROM DOCUMENT NO.
NL-14003
Cont'd

(Page 15 of original)

Rayon

Experiments with this type of material were undertaken at the personal request of Lt. General Korman.

High demands were made of the material in regard to tensile strength and perviousness to water.

.....

(Page 16 of original)

Rayon for airplanes

is supposed to have great tensile strength but to expand only slightly, in addition, they are to shrink a lot when being lacquered. They are also supposed to be weather and light-resistant.

(Page 17 of original)

These experiments have not yet had any usable results. The tensile strength can be achieved by means of cord silk at the given weight. Even with travyl fabrics which we used among others in the first experiments, the expansion was too great, and above all the material did not pass the tests for weather-resistance, which were undertaken by the firm Herbig-Burkhard on the lacquered materials.

Although the evenness of rayon materials is certainly greater than that of material made from yarn, in my opinion artificial silk should be considered less at the moment, because in view of the slight expansion which is required it will certainly cause manufacturing difficulties, if it can be achieved at all. At present linen is more suitable and will also be available in sufficient quantity. However, it will be possible to produce a material made of fine rayon for model airplanes. We have started experiments in this direction to ether with Group 2 of the National Socialist Air Corps (Fliegerkorps). By means of these experiments we will undoubtedly be able to gather experience about the best composition of the material and the resistance to weather. Possibly these experiments can then also be applied to the material used for covering airplanes.

Sacks for Powder

Instead of the linen sacks used so far we have had powder sacks produced from materials which contained cord silk or 14/1 Vistra GWW in the warp and 8/1 vistra W in the weft and we showed them to the High Command of the Armed Forces.

(Page 18 of original)

The testing was done by the Department MA Prf. 1/VI with the result that both materials are deemed suitable for powder sacks. Since the pure Vistra materials alone are already sufficient, one can also use ordinary Agfa-silk instead of the cord silk. Although at the moment there is enough linen available we nevertheless intend to include rayon and rayon staple in the delivery requirements on the basis of the experiments.

TRANSLATION OF EXCERPTS FROM DOCUMENT NO.
SI-14003
Cont'd

(Page 21 of original)

c.) Black-out materials.

are produced according to a similar system as a) and b). We suggested pasting black paper on artificial silk material, (woven or knitted fabrics) to produce extremely cheap material. The Air Ministry was very much interested in these samples; Recently we were able to find out that they are already being sold.

(Page 22 of original)

d.) Gasoline packs.

We have produced material for experiments which are being conducted by the Cellulose-derivatives laboratory in collaboration with Junkers, from cord silk, and we have so far heard nothing detrimental about them. However, the testing by Junkers has not been completed yet.

e.) Gas Mask materials.

Experiments which were carried out together with the Aerogeschlocht were regarded favorably. For the production of heavy outside and a light inside fabric is needed both of which we have manufactured from normal Acfa silk. When gumming the material we saw to it that the tension was as slight as possible. For army purposes great cleanliness and evenness of the material as well as fast dyes are required.

(Page 23 of original)

(Illegible signatures)

CERTIFICATE OF TRANSLATION

I, DOROTHEA L. GALEWSKI, ETO NO. 34079, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Excerpts from Document No. SI-14003.

DOROTHEA L. GALEWSKI
ETO NO. 34079

ED

case 6
up, 1/2
Gsta

TRANSLATION OF DOCUMENT NO. HL-13530
OFFICE OF CHIEF OF COUNSEL FOR WAR
CRIMES

EXL #1947

Berlin U.S. 28 September 1938
Schrenkstrasse 43.

Telephone: Switchboard 15 43 51

The Reich Minister of Economy
I Cham 183/38g
Please quote this ref. no. and
subject in further correspondence.

Registered
Strictly Confidential

To
The I.G. Farbenindustrie A.G.
Management
Attention Director GAJEWSKI or Deputy
Wolfen (Kreis Bitterfeld)
Film Factory.

(Translator's Note: Stamp:
57501
Secretariat Dr. Gajewski
In 5 Oct. 1938
Reply:
(Initial) G (for Gajewski)

SECRET.

SECRET.

1. This is a State Secret in accordance with Para. 88 of the Reich Penal Code, version of 24 April 1934 (Reich Law Gazette) pages 341 etc.
2. Only to be passed on when sealed, if through mail, send Registered.
3. Addressee is responsible for safekeeping.

Re: New film factory Landsberg/
Warthe.

From your repeated verbal statements, particularly during the conference of 9 September 1938 in my Ministry, about the purposes and aims you have for the construction of a new film factory, I have gathered that the construction of this plant is to be carried out for the following reasons:-

- 1) In order to enable the Air Force to cover its requirements of aerial film in accordance with the demands of the Reich Air Ministry, from another I.G. Farbenindustrie production plant apart from the film factory Wolfen.
- 2) In order to make it possible for the increased demand which is necessitated by the starting of colour film production to be fulfilled without prejudice to the amount of business presently reached, particularly on markets abroad, with regard to the usual black and white film.
- 3) The labor situation in Wolfen is to be relieved in favor of the other plants there which have been greatly expanded in the interests of the 4 Year Plan, particularly the production of rayon staple, and this is to be done by moving the film production, which requires a great deal of manual labor, to Landsberg/Warthe, where settlements are needed for national political reasons.

5 copies made

I/

(Translator's Note: Handwritten: See back for distribution)

(Page 2 of original)

8.

I have seen from your statements with satisfaction that you do not intend to use the new production facilities of I.G. Farbenindustrie, which are increased by the new film factory Landsberg/Warthe, in order to decrease the share in markets which the medium and smaller film producers still have, particularly at home. I welcome this statement all the more because for general economic reasons we are particularly interested in seeing that capable medium and smaller film producers are maintained, and your statement relieves me of the necessity of safeguarding the market of the entire group of film manufacturers by special measures.

In order to be able to dispense with such measures in future too I would ask you please to instruct the management of your sales department with the necessary emphasis about my attitude to the continued existence of the medium to smaller film manufacturers.

For the time being I will refrain from informing the medium and smaller film manufacturers of this, my attitude, in the interests of the maintenance of good competition.

By order

(Signed) LOEB

6 copies made 7 Oct. 1938 F
1 Copy to Dr. Kleins 7 Oct. 1938
1 " " Dr. Mueller " "
1 " " Dir. Uhl See letter of
7 Oct. 1938.

(Trans. Note:
Stamp:
Reich Ministry
of Economy)

CERTIFIED
(Signature:
LINDSTADT
Office Employee

CERTIFICATION OF TRANSLATION

I, DOROTHEA L. GALEWSKI, ETO NO. 34079, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. HI-13530.

DOROTHEA L. GALEWSKI
ETO NO. 34079.

END

Case 6
up. 8

(Trans. notes: handwritten notes)

11/6-1
12 July 39)

22211111111111111111

REPORT

EXR. # 1948

on the discussion on 12 July 1939.

Present: Dr. Gajewski
Dr. Esselmann
Dr. Miller
Dir. Riess
Dr. Schulze

- 1) Gajewski stated that, as arranged with Dr. Osterburg, Dr. Fink will be transferred to Bottweil to take the place of Dr. Eble, deceased. The transfer will be announced in a circular here in the plants.
- 2) An agreement (Arbeitsvereinbarung) is to be made with all employees working on polyamide textile fibre that they undertake not to accept a similar position with a rival firm for two years. Dr. Esselmann will settle this matter together with Dr. Huber.
- 3) Gajewski announced that he and several other members of the Film Factory had received a document with highly treasonable contents from abroad. The various department and works chiefs are requested to draw the special attention of their employees to the fact that documents of this kind are to be handed over to the appropriate office in the plant immediately and their contents are not to be disseminated further round the plant, since in case of violations exceedingly severe penalties may be expected. In addition it is to be pointed out that it is everyone's duty to oppose the spreading of all rumours that appear, such as the one about the men on leave which is to be expected in the works, for instance.
- 4) The members of the staff who are working on new experimental field are to be specially reminded once again of their duty to maintain secrecy, since the persons concerned will suffer grave consequences for violations, such as giving information about new experiments, showing samples which are supposed to be handled confidentially etc.
- 5) Gajewski pointed out that under present conditions it is necessary to lay in considerable stocks of all kinds of materials, such as
 - 1) non-perishable foods, for instance pulses, rice, sugar, preserved meats, preserved fruit, jam, fat, potatoes etc.
 - 2) Raw materials necessary for operation, for instance lumber, lint, cellulose, collite, greoline, silver nitrate, gelatine, carbon disulphide, anhydride, glacial acetic acid etc.

(page 2 of original)

- 6) In reply to Gajewski's question Riess reported on the state of the air raid protection preparations:
 - 1) Installations for defence measures,
 - 2) Supply of gas masks for the staff,
 - 3) Shelters for the passive staff,
 - 4) The air raid drills which are to take place in the near future.On 13 July a tour of the air raid protection installations of the Film Factory is to take place.

- 7) It is to be determined whether in case of war the gentlemen living some distance away who are essential to operations could be accommodated in the houses of the Wolfen settlement as long as there are traffic interruptions.
- 8) It is to be expected that there will be difficulties (transfer of personnel, traffic regulations) for organizational reasons as soon as war-time measures are started. Therefore it should be checked to what extent changes or closing-down will have to take place in the plants. With regard to the Film Factory it is planned to close down the foundry gradually.
- 9) Various other questions on the assignment of labor were discussed. The difficulties have recently been increased through the interference of the Labor Office. Under present conditions it is considered necessary to have the isolation wards in the hospitals equipped as accommodation for workers. For the time being it is planned to accommodate the female staff members from Landsberg who come to Wolfen for training there.
- 10) Riess gave some statistics on accidents from the years 1937-1938, which showed that the number of accidents per working hour have remained the same for both years.
- 11) Various observations made during the staff outings show that next year it would be desirable to have some changes made in these communal events.

Wolfen, 12 July 1939.
Dr. Sch./W.

signed Dr. Schulze.

CERTIFICATE OF TRANSLATION

I, DOROTHEA L. GALEWSKI, BTO #34079, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. WL-13554.

DOROTHEA L. GALEWSKI,
BTO #34079.

E N D

Case 6
sup. disk.
1/8

TRANSLATION OF DOCUMENT NO. MI-13535
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

Exh. #1949

IMPORTANT
SECRET

(Trans.Note: handwritten marginal notes
12/4/6 - 3 check mark.
26 August 1939.
illegible initial)

To
Director Dr. Gajewski, Wolfen.

Enclosed find a list to the "study of changes in purchasing in case of war". Most of the foreign products concern Sparte II. The list will therefore still be thoroughly discussed with Herrn Dr. Struss during the next few days.

Berlin SO. 36, 26 August 1939.

(trans.note: stamp: 65373 Secretariat Dr. Gajewski
handwritten notes. 26 August 1939
note for 81/1
illegible signature).

(page 2 of original)

CENTRAL PURCHASING DEPT.
BERLIN SO 36

(Trans.Note: handwritten illegible
marginal notes 5-3
26 August 1939)
August 1939.

(Trans.note: stamp:
65373
Secretariat Dr. Gajewski
handwritten: 26 August 1939)

Investigations about the changes in purchasing in the A-Case

Product Import in 1938
in 1 000 RM

The products marked with a red R should be obtainable from Russia in the not too distant future as a consequence of the agreement with Russia.

| | | | |
|--------------|---|------|--|
| Iron pyrites | R | 7997 | (Mediterranean) Mainly through Spanish mines owned by British. Possibly deliveries continued, if Mediterranean at our disposal. Enemy group/difficulties. Supplies through increased use of Werra pyrites, through sulphuric acid from calcium sulphate (Gipseschwefelsäure), metallic acid and elementary sulphur from Italy. |
| Phosphate | R | 5200 | Enemy group (French and American mines) Difficulties. |
| Nickel Matte | | 6646 | Enemy group (Canadian mines) Difficulties. |
| Tungsten ore | | 5994 | China. Continued purchase via Starck, Amsterdam. |

| Product | Import in 1938 in 1,000 EM | |
|-------------------|-------------------------------|--|
| Molybdenum ore | 3977 | China(USA) enemy group Anacosta (Canada) enemy group Knebel Gruber, Norway - small amounts. |
| Jute sacks | 3454 | Enemy group. Change to paper or paper- flex-hoop structure. Maybe it will be possible to obtain textiles from neutral countries. |
| Crude linters | R 3387 | Purchases may cease. Change to cellulose. |
| Silver | R 2773 | Obtain from neutral countries. |
| Cellulose | 2310 | Purchases may cease. In case of shortage obtain from Scandinavia. |
| Mercury | 2123 | Italy can supply entire requirements. |
| Benzene | 1843 | Purchases from abroad may cease entirely. |
| Chromium ore | R 1492 | Change to Balkans (Turkey and Yugoslavia) even if quantity and quality will at first be doubtful. Large stocks available (1 year) |
| Copper | R 1472 | Obtain from neutral countries. |
| Titanium ore | 857 | Norway as at present. |
| Linseed oil | R 851 | Obtain through neutral countries. |
| Glycerine | R 570 | |
| Castor oil(seed) | 530 | |
| Oil of turpentine | R 534 | USA and Portugal. Must try to obtain as large a quantity as possible from Portugal to replace deficit from USA. |

(Page 3 of original)

| Product | Import in 1938 in 1,000 EM | |
|-------------------|-------------------------------|--|
| Lead | R 521 | Obtain from neutral countries. |
| Crude rubber | 374 | Replace by buna. |
| Pitchpine wood | 347 | Must use indigenous substitutes: Styrian larch. |
| Cotton | R 331 | Obtain from neutral countries, part replacement by PO for filter cloths etc. |
| Blubber sperm oil | 305 | from Norway |
| Bauxite | 268 | Change to Yugoslav and Hungarian bauxite though quality worse and only usable for de-ferrization at greater expenditure. |

| Product | Import in 1938 in 1 000 RM | |
|----------------------------------|-------------------------------|---|
| animal organs | 233 | Attempt to continue import through neutral countries. |
| Tin | 221 | From neutral countries. |
| Quinine preparations | 204 | (Netherlands East Indies) from Holland or other neutral countries. |
| Machines, apparatus, spare parts | 303 | Continue purchasing from Switzerland and/or for America from neutral countries. |
| Manganese dioxide R | 154 | (Java) Continue obtaining via Holland. |
| Ascorbic acid | 160 | (USA and Switzerland) Continue obtaining from Switzerland. |
| Sperm oil/Glein | 169 | as for blubber sperm oil. |
| Gestron - | 139 | (France) Obtain from neutral countries. |
| Antimony ore/Antimony oxide | 131 | If recognized as vital for warfare, obtain from Yugoslavia, possibly Spain, possibly change to ordinary antimony. (Antimon. regul.) |
| Iron sponge | 138 | (Sweden) Obtain from Sweden as at present. |
| Aromatic | 115 | Obtain via neutral countries. |
| Theobromine | 95 | (Holland) Obtain from Holland as at present. |
| Bismuth | 78 | (USA) Obtain via neutral countries. |
| Serine blubber | 66 | (Japan) Obtain from neutral countries. |
| Resin | 52 | (USA) Attempt to continue obtaining through neutral countries as far as complete change to German resin is not possible. |
| Casein | 44 | (New Zealand) Continue to obtain via neutral countries. Increase use of indigenous yield of casein. |

(page 4 of original)

| Product | Import in 1938 in 1 000 RM | |
|-------------------------------------|-------------------------------|---|
| Powdered arsenic | 58 | Obtain from Sweden and Belgium as at present. |
| Corn | R 37 | (Argentina) Transfer to Balkan |
| Vulcanite dust (Kartgummiabrieb) | 34 | (England) |

TRANSLATION OF DOCUMENT No. NI-13535
Cont'd

| | | |
|-----------------------|--|---|
| Magnesia | 31 | (Holland) Obtain from Holland as at present. |
| Pyridine bases | 26 | (England) Obtain via neutral countries. |
| Wopel material | 23 | (Canada) Obtain via neutral countries. |
| Orthocresidine | 20 | (Switzerland) Obtain from Switzerland. |
| Crude iodine | 20 | (Chile) Continue obtaining from neutral countries. Difficulties because of control by the International Iodine Syndicate. |
| Sodium Hydroiodate | Procurement in 1938 in 1 000 SM 86 | (from indigenous manufacturers) Further procurement as for crude iodine. |

CERTIFICATE OF TRANSLATION

I, DOROTHEA L. GALEWSKI, ETO #34079, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. NI-13535.

DOROTHEA L. GALEWSKI,
ETO #34079.

E E D

+

E E D

Case 6
sp. gish.
8

Exh. # 1950

TRANSLATION OF EXCERPTS FROM DOCUMENT No. NL-13568
OFFICE OF CHIEF OF COUNSEL FOR A.S. CRIMES

(Trans.Note: Handwritten:
1/5 (.)

DYNAMIT - ACTION - GESELLSCHAFT
vormals ALFRED NORNEL & Co.

| | | | | |
|----------------|-----------|--------------|-----------|----------------------|
| Address | Telephone | Cable | Business | Accounts: |
| Dynamit-Aktion | 23581 | Ulenboerfer- | Hours: | Giro-Konto at the |
| Geellschaft | | Ernberg | 0600-1700 | Reichsbank, Nurnberg |
| Nurnberg | | | Saturday | Postal Savings |
| | | | 0730-1230 | Account Nurnberg |
| | | | | #362. |

(initial: G for Galsow)

(Trans.Note:
Stamp:
'Secr. Dr. Gajewski'
'Rec'd 1.11.1937'
'AGV.' - - - - -

To
Director Dr. Gajewski
I.G. Farben-Industrie-Filzfabrik
Wolfe/District Rittersfeld

Nurnberg 3, 20 August 1937
Postal Box # 386

Our reference Your letter of Your reference
Dr. Hs/B.

Management
Please quote in reply:

Subject: National Party Congress (Reichsparteitag) 1937.

Dear Herr Doctor!

With reference to the telephone conversation between you and the
undersigned, Dr. Bickholz, we beg to inform you that, with the help
of the Reichsorganisationsleitung we were able to reserve a room
with 2 beds at Director Voss' for you.

.

Hell Hitler!
DYNAMIT-ACTION-GESELLSCHAFT
vormals ALFRED NORNEL & Co.

(signature) Dr. hols

(Trans.Note: Handwritten:
see letter Dr. Gaj to Director Voss
of 25 August 1937.)

Enclosure.

TRANSMISSION OF THE OFFICE OF THE DIRECTOR
DL-13560
OFFICE OF THE DIRECTOR OF THE FBI
FEDERAL BUREAU OF INVESTIGATION

(page 2 of original)

Dr. Goetz

6 September 1937

To
Director Franz Voss,

Munich
Virchowstr. 10

Your letter of 31 August 1937

Dear Dr. Voss,

Thank you very much for your kind letter. We will arrive
Sunday afternoon between 5 and 7 o'clock at your home. I will receive
a 18- escort at the precinct of Nuremberg.

With kind regards to your wife also

Yours Truly

(Stamp:) Goetz

DI

(page 3 of original)

Dr. Ga/H

15 September 1937.

To
Director Voss,
Hamburg
Virchowstrasse 10.

.....
It really was very pleasant for us to be able to stay at your place,
especially when I remember the type of billet which I had last year.
.....

(page 4 of original)

.....
Very truly yours,

(stamp) sig: Gajowski

CERTIFICATE OF TRANSLATION

I, DOROTHEA L. GALEWSKI, ETO # 34079, hereby certify that I am
thoroughly conversant with the English and German languages; and
that the above is a true and correct translation of excerpts from
Document No. HI-13568.

DOROTHEA L. GALEWSKI,
ETO # 34079.

E N D

Case 6
up 8
fish.

TRANSLATION OF DOCUMENT No. HI-16545
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

Dr. Go/HR

EXR. #1951

(trans. notes: handwritten:
Registered)

Wolfen, Filmfactory
5 September 1934.

Confidential Personnel

To
Professor Selck,
I.G. Farbenindustrie A.G.,
Frankfurt/Main 30

Your letter of 3 September 1934.

My Dear Professor Selck,

In my opinion we must try everything to prevent Herr D. from entering the Raw Material Commissariat and therefore coming into the closest contact with the ministers. In the Reich Ministry of Economy would have a person who is extremely well informed about I.G. and its conditions. In view of D.'s character, that would be very dangerous in most cases. Herr D. knows the entire staff of I.G. and it would be easy for him to find out the exact opinion and intention of I.G. through friends and acquaintances, for example in the case of the negotiations of I.G. with the Government about financial support for projects which I.G. is about to undertake. That would not serve us at all. There is also the danger that Herr D. might possibly be employed in checking the entire expenses of plants that were built with Government support. Since in this respect, he also knows everything about cost prices and previous obligations this would be most unpleasant for us. The Government would also always make use of Herr D. in regard to all other problems which I.G. has to discuss with the Government since he knows the situation best.

Copy 5.

(page 2 of original)

Wolfen Filmfactory
5 September 1934

Outwardly, Herr D. would act as if he were favorably inclined towards us because of old friendship, but because of his unlimited ambition, he would always try to establish his position in his new field at our expense.

In addition, Herr D. would have free access to the various I.G. plants through the Government. In my opinion this situation is simply impossible. For example, it would be simply unthinkable that Mr. D. should ever again enter the Wolfen site. All of my associates would unanimously object to this as and I myself would also have to refuse personal contact with Herr D. For the same reasons, he should not be permitted under any circumstances to go to the other rayon plants. As an example, I mention only the Dornagen plant, the manager of which is an old SS fighter. The associates at least of my plant would not be able to understand it in view of the present trend if this man were appear again in the I.G. plants and in addition appear as a representative of the Government. All the Party members in the Agfa know Herr D. and would inform Party Headquarters immediately that this man is employed in the Government. I have therefore caused the following steps to be taken:

Since I can give no information, I have advised the Raw Material

Commissariat to ask Herr Marbeck to come to see them since he, as a member of the Secret State Police, is obliged to give information to Government agencies.

Herr Marbeck is already in Berlin today about this matter. I believe I have acted correctly.

(page 3 of original)

Wolfen Film Factory
5 September 1934

As far as your answer is concerned, I would write to the New Material Commissioner along the same lines as the attached copy of the letter which Dr. Pistor sent to Berlin on the same matter after having discussed it with me. I would state that you acted only in settling the dispute matters.

With best regards,

I remain,
Faithfully yours,

(stamp) Sig. Gajowski.

Enc. Original letter Dr. Puppe to)
Prof. Salck dated 1 September (returned
Original letter R.E. Doerr to) herewith
Prof. Salck dated 1 September (

CERTIFICATE OF TRANSLATION

I, DOROTHEA L. GALEWSKI, ETO #34079, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. NI-13545.

DOROTHEA L. GALEWSKI,
ETO #34079.

E N D

Case 6
sep 96

NATIONALSOZIALISTISCHE DEUTSCHE ARBEITSPARTEI

EXR. # 1952

Gau Administration ----- Halle-Merseburg -----
Gau Office: Halle(S), Rmd. Jordanpl. 1 Postal Account: NSDAP, Gau Administr.
Mailing address: Halle-Merseburg, Halle, Post Office
Halle(Saalb) II/Post Office Box #335 Leipzig, No. 29716
Telephone: 27111 Official Gau Newspaper:
Post Account: NSDAP Gau Administrat. "Mitteldeutsche National-Zeitung"
Halle-Merseburg, Halle, Mitteld. the large morning paper of the Gau
Halle(S), Halle 7492 Publ. Halle(S), Geiststr. 42, Tel. 27631

Administrator -----
Halle(S), Halle ----- Halle(Salle), 5 October 1939
Always quote reference No. and
date in reply (Trans. Note: Stamp):
Your reference: 55253 Secr. Dr. Gajewski
Subject: Rec'd: 6 Oct. '39 (Initial)
ASAW: ----- G

To
Dr. Gajewski
Filmfabrik
Halle -----

With reference to your letter of 3 October 1939 to Gauleiter
I wish to inform you that the Gauleiter is willing to receive
you during the next few days between 1100 and 1200.

Heil Hitler!
(Illegible signature)
Gauleiter

Nationalsozialismus:
German Workers' Party
Gau Administration
Halle-Merseburg.

(Trans. Note: Handwritten -----
Monday, 2 October, 1100 -----
(according to Herrn Staedler
7 Oct. 0955
when I called. (Initial) H1)

(Page 2 of original)

Dr. Gaj/H1
Personal

3 October 1939

To
Reichsrat Bismarck,
Secret State Police (Gestapo)
Halle / S.
Dreyhauptstr. 2

Dear Herr Reichsrat,

I am enclosing the copy of my letter of apology of 3 October
1939 to Kreis Letter Krasak, as requested.

TRANSLATION OF DOCUMENT NO. NL-13570
Cont'd

At the same time, I take the liberty of requesting you to grant me next week the appointment which you kindly promised me. I would appreciate it if you would choose one of the following days: Monday, the 9th, Tuesday, the 10th, Wednesday, the 11th, or Saturday, the 14th of October.

Heil Hitler!
Very truly yours,

(Stamp) Sig.: GAJEWSKI

(Trans. Note: Handwritten note):
Answer by telephone
Dr. Ga was with in on 9 October
in the morning.

(Page 3 of original)

Dr. Ga/HI

3 October 1939

Personal

To
Gauleiter Staatsrat Engelung,
Halle/S.
Hofplatz 1

Dear Gauleiter,

I am taking the liberty of sending you enclosed a copy of my letter of 3 October 1939 addressed to Kreisleiter Karasek.

At the same time, I take the liberty of enquiring whether you would grant me an interview.

Heil Hitler!
Very truly yours,

(Stamp) Sig.: GAJEWSKI

(Trans. Note: Stamp) (Handwritten)
Answer, see letter of 5 October
#66253

(Page 4 of original)

Dr. Gajewski

Dr. Ga/HI

Wolfen, Kreis Bitterfeld

Personal

3 October 1939

To
Kreisleiter Karasek
District Administration,
Bitterfeld
Hindenburgstr. 20

My dear District Leader,

At the suggestion of the State Police, I am herewith apologizing to you for the remark which I addressed to you on Tuesday, 19 September

TRANSLATION OF DOCUMENT NO. NL-13570
Cont'd

I am doing this all the more willingly since I wished to apologize to you about this matter already from the first moment.

Heil Hitler!

(Stamp) Sig.: GAJEWSKI

Copy to Dr. Esselmann,
" " Dr. Schoener

Copy to Mr. Sauer (handwritten) Gauchmann,
Bitterfeld, DAF, Horst Wesselstr.

written:
to Leiterer Staatsrat
Bismarck, Rudolf Jordanplatz 1 - according to letter Dr. Ga of 3 October
(Handwritten):

Copy to Regierungsrat Bovensiepen, Secret State Police, Halle/S..
Drayhauptstr. 3
according to letter Dr. Ga.
of 3 October

(Page 5 of original)

Copy 1

(Trans. Note: Handwritten):

Mailed to Dr. ter Meer at his request: 45/6)

Staatsrat Dr. Walther Schieber
Thüringische Zellwolle ...
A. J. Seale

Erfurt/Thuringia,
27 September 1939
Richard-Wagner-Str. 3

(Trans. Note: Handwritten):
Arrived 30 September
(Initial) Q

Dr. Struss
I.G. Farbenindustrie
Aktiengesellschaft
Frankfurt/Main

(Trans. Note: Stamp)
Secretariat Dr. Gajewski
3 October 1939

Dear Dr. Struss!

Referring to our long distance telephone conversation which has just taken place I am sending you the file memorandum made out for this conversation.

I would appreciate it if, as agreed, you would keep me informed about the steps taken on your side.

At this point I wish to emphasize again that the idea of producing cellulose from potato plants does not originate from me but from the Fuehrer himself.

With best regards and

Heil Hitler!

Yours,

Signed: WALTHER SCHIEBER.

Enclosure

TRANSLATION OF DOCUMENT NO. WL-13570
Cont'd

(Page 6 of original)

Copied

File Memorandum

At the suggestion of the Reich Defense Commissioner I called Dr. Struss, I.G. Farben, Frankfurt/Main, on 27 September 1939 at 0930 hours and told him the following:

During a plant inspection and during the subsequent evening gathering (probably on Tuesday, 19 September 1939), Dr. Gajewski, Wolfen, in the presence of Kreisleiter Karasek (Kreis Bitterfeld), Dr. Esselmann, Dr. Schoener and other colleagues from the plant, stated in regard to the experiments on the production of cellulose from potato plants carried out, stated:

"The Fuehrer and his Plenipotentiary for the Four Year Plan were not sufficiently expert to be able to judge something like this, and it was shocking that a man like Staatsrat Dr. Schieber did not inform the above-mentioned about the true prospects and the profitableness of this process and would thus fool them in this matter."

I requested Dr. Struss to inform Geheimrat Schmitt and Dr. ter Meer at once, since I have been instructed to prefer charges against Dr. Gajewski within one week unless a perfect explanation and correction is furnished.

I mentioned to Dr. Struss at this occasion that at the present time I would have to consider it grotesque if remarks of this type were to make work more difficult, and that personally I would only welcome it if this nonsense were to be stopped once for all by means of a real clarification within I.G.

I also told Dr. Struss that, according to instructions I am going to enquire from Wolfen today whether the appropriate department is willing to supervise fairly long plant experiments on the production of Solanum-papier during November or December and afterwards to make a combined report to the Plenipotentiary for the Four Year Plan about the process and its economic aspects.

Schwarzen/Saale, 27 September 1939 1000

(Page 7 of original)

Dr. Gaj/HI

(Trans. Note: Handwritten:
Special Delivery)

31 September 1939

Personal! Registered!

To
Kreisleiter Karasek,
Bitterfeld

(Handwritten):
Hindenburgstr. 20

Dear Herr Kreisleiter,

I am herewith requesting you to grant me an interview. I

TRANSLATION OF DOCUMENT NO. NL-13570
Cont'd

wanted to obtain this interview through Herr Bauer who was to visit me for this purpose at 1500, but could not come. I also tried to reach him myself and through Dr. Lantz by telephone, but that was impossible. Therefore, I am asking you in this way to give me an opportunity to see you tomorrow. Since tomorrow, I have business at the Army Inspectorate Leipzig the discussion could only take place after 1100. Please be kind enough to inform my secretariat as to what time after 1100 hours is convenient to you.

Heil Hitler!

Very truly yours,

(Stamp) Sig.: GAJEWSKI

(From Note: Handwritten
note: Litz.)

CERTIFICATE OF TRANSLATION

I, DOROTHEA L. GALEWSKI, ETO NO. 34079, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. NL-13570.

DOROTHEA L. GALEWSKI
ETO NO. 34079,

END

Exh. # 1953

TRANSLATION OF DOCUMENT No. NI-13551
Office of Chief of Counsel for War Crimes

I.G. FARBEINDUSTRIE AKTIENGESELLSCHAFT, LANGENBERG/WARTHE

Chamber of Industry and Commerce (trans.note: handwritten note: 127/3-1a)
Frankfurt/Oder

Copies to Dr. Gajowski/Kleine
Dir. Riess.
Welfare Department.

(initial) G(for Gajowski)

To the
Command of the Armament District
-Group Air Force-
Frankfurt/Oder
Fuerstenwalder Str. 67

*) and Dr. Franck, Chamber of Industry
and Commerce, Frankfurt/Oder.

REGISTERED

(Trans.Note: stamp:
Secretariat Dr. Gajowski
Rec. 5 Feb 1942
Reply:
65337)

LaW-Hf/Fa

2 February 1942.

Use of Russian Prisoners-of-War in the Armament Industry.

With reference to our telephone conversation with Major Simon, Command
of the Armament District Frankfurt/Oder, to-day, we are sending you
enclosed copy of the letter which has reached us from the Plenipotentiary
for the Military District III of the Reich Ministry for Armament and
Munitions, Berlin, dated 28 Jan 1942. We have already informed you that
this agency intends to deprive us of the last of the Soviet-Russians still
left to us who are reasonably fit for work. I do not suppose there is any
need for us to point out that through a measure such as this our whole
Soviet Russian program will collapse.

In order to describe the situation with regard to the employment of Russian
to you - to supplement our letter of 24 Jan 1942 - we are giving you a
survey of the employment of the Soviet Russians on 1 Feb 1942.

500 Soviet Russians originally available:

2 sent back to Main Camp immediately
33 permanently assigned to work in the camp
107 died
342 200 sick
156 Russians fit for employment.

This is 31% of the number originally allocated to us.

You promised us that you would immediately telephone the Gen. Mch. Office
Chief Ing. Krosener, whose office is apparently carrying out this program,
in order to prevent withdrawal of the labor.

Heil Hitler!

I.G. FARBEINDUSTRIE AKTIENGESELLSCHAFT

signed Hofmann signed M.V. Richter

1 enclosure

copies to Dr. Henner Commissioner to the Plenipotentiary General for
Special Questions of Chemical Production in Military District
III, Berlin.

CARBON COPY

-1-

(page 3 of original)

I.G. FARBENINDUSTRIE AKTIENGESELLSCHAFT, LANDSBERG (WARTHE)

(Trans.note: stamp:
Sekretariat Dr. Gajowski
Rec. 23 Jan 1942
65174
handwritten notes:
127/3-1e
(initial) G (for Gajowski)

To the
Command of the Armament District
-Group Air Force-
Frankfurt/Oder
Fuerstenwalder Str. 67

LaV-Sf/7a 24 January 1942.

Soviet Russian Prisoners-of-War.

You are aware of the fact that at the end of November 1941 we were allocated 500 Soviet Russian prisoners-of-war. You will see from the report below what experiences we have had with the Soviet Russian prisoners of war on our building site. You will realize from this that an immediate change in present conditions is absolutely necessary.

Right from the beginning there was little work done by the Soviet Russian prisoners-of-war -which was partly due to food conditions. In the meantime comparatively large numbers of Soviet Russians have died, an even very much greater number does not appear on the construction site at all due to sickness. For instance on 22 Jan 1942 the following was the actual employment of the Russians:

500 Soviet Russians originally available.

| | |
|------------|---|
| | 2 returned to Main Camp immediately |
| | 33 permanently assigned to work in the camp |
| | 62 died |
| 315 | 198 sick |
| <u>185</u> | |

From this list you can see that only 37% of the original number actually work at the building site. The large numbers of sick Russians, which exceed the numbers of those that come to work, naturally prevent any reasonable sensible utilization in war industry because the patients must have food, quarters and actually also labor to serve them.

(Trans. note: handwritten notes: received back from Kreis chief
Karsch see #85688 of 18 Feb. See also #85337 of 2 Feb 42)

CARBON COPY

(page 3 of original)

I.G. FARBENINDUSTRIE AKTIENGESELLSCHAFT, LANDSBERG (WARTHE)

-2-

The work done by the 37% actually employed on the construction decreases from day to day. According to a decree of the Armed Forces the guards and the civilian supervisory personnel may not take any action against Soviet

-3-

Russians who are unwilling to work. It is also prohibited to let the Russians who are unwilling to work work after hours since this means that the supervisors will be required beyond the prescribed time. (Enclosure 1) After this decree, which was also communicated to the various building firms, became known, the work output of the Russians immediately dropped because now there are no more means of keeping them to their work.

You will be able to get confirmation of this from the reports of the Works Security Detachment (Werkschutz) which are attached as enclosures 2, 3 and 4; they are merely reports of examples of incidents which are repeated every day in great numbers. However we also feel obliged to point out that the present conditions can have unpredictable effects on the discipline in the works. The German Workers are exceedingly indignant about the very indulgent treatment which the Russians are enjoying, while Germans on the front who are taken prisoner are being tortured and mistreated. The effects on the Serbian and French prisoners-of-war who are still working for us are also dreadful because these are following the example of the Soviet Russians and are slacking off from work more and more and in many cases are making fun of their supervisors and refusing to work.

This leaves us to only one conclusion:

If the circumstances described above are not changed immediately by appropriate intervention of the Armed Forces, we must return the Soviet Russians to the Main Camp again because we fear the bad effects in the future and refuse to take any responsibility for the consequences.

Heil Hitler!
IG FARBENINDUSTRIE AKTIENGESELLSCHAFT
signed Hofmann signed H.V.Jr. Becker

4 enclosures.
copies to Chamber of Industry and Commerce, Frankfurt/Oder
Dir. Dr. Gajewski/ Dir. Dr. Kleins, Wolfen-File
Dir. Rices, Wolfen-File
Works security detachment/welfare Dept. for information.

CERTIFICATE OF TRANSLATION

I, DOROTHEA L. GALEWSKI, ETO #34079, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document No. NI-13551.

DOROTHEA L. GALEWSKI,
ETO #34079.

EXH # 1954

TRANSLATION OF DOCUMENT NO. HL-13544
OFFICE OF CHIEF OF COUNSEL FOR WAR
CRIMESI.G. FARBEINDUSTRIE AKTIENGESellschaft,
LAUSCHBERG (WARTHE)(Translator's Note: Handwritten
Notes:

TO

127/3 - 1a
(Initial G (for Gajewski))Reg. Rat Hermann
I.G. Farbenindustrie
Aktiengesellschaft
Berlin SO 36Stamp:
Secretariat Dr. Gajewski
In: 17 March 1942
Reply: 80234

LaM.Hf/Fa

13 March 1942

Dear Herr Regierungsrat,

As I informed you yesterday by phone, General Goellner paid me a surprise visit yesterday. Colonel Count Schack, and surprisingly enough Sergeant Sommerfeld, the leader of the local Soviet Camp, also took part in the discussion. No other gentlemen were called.

General Goellner told me that the entire group of Soviet prisoners of war would be withdrawn because the medical investigation had shown such a poor state of health that any further employment on our construction projects seemed to be impossible. The numerous deaths as well as the poor state of health can be blamed on malnutrition on the one hand and on the heavy labor which the Soviet Russians are expected to do on the other. We are said to have a share in this too.

I informed General Goellner first that our negotiations with the Regional Labor Office had led to other results and that together with Mr. Bless it had been decided to leave 130 healthy Soviet Russians who are able to work here, because at the time of the discussion with the Regional Labor Office - two weeks ago - already more than 50 Soviet Russians had been designated healthy by the physician. I also voiced my amazement that, in spite of the thorough discussions which we had had here about 4 weeks ago with Count Schack and representatives of the Armed Forces as well as with the Regional Labor Office and other authorities, reports apparently are still being made which accuse the management of the plant and therefore also our firm with regard to the food situation.

The discussion which was held at that time had cleared all those questions up completely and without exception so that I am surprised that this situation which will soon become ridiculous has still not been concluded. Apparently the only thing left for us is to ask for justification from higher authorities.

I have the impression as if yesterday's visits were due to another unfavorable report by Count Schack. An additional reason for this supposition is the presence of the Sergeant during the discussion, whose presence at a conference of this type is, to say the least,

CVAR

CARBON COPY

(Page 2 of original)

somewhat strange. The initial differences in the discussion were rather extensive, but finally General Goellner came round and remarked that the withdrawal of the Soviet Russians was only justified because of the regulation which decrees that prisoners of war who are not fit enough to be fully employed in industry have to be assigned to agriculture. He recommended me to apply for the allocation of new prisoners of war - either Frenchmen or Soviet Russians - from the Regional Labor Office too and to mention that General Goellner had agreed that additional prisoners should be assigned as replacements. He himself, however could not take any steps against the measures that had been taken now because the camp physician decides whether prisoners are able to work and because he had expressed the expert opinion that none of our Soviet Russians could be used for the heavier type of labor.

I already asked you on the 'phone to discuss this matter again with General Goellner if an opportunity arises, because I still have the opinion that there are intrigues afoot against us from somewhere. As I already mentioned to you during our last conference, I have the feeling that the local Camp Command is the source. Nevertheless, it is surprising that the highest level agencies should pay so much attention to so subordinate an office.

Above all we will have to continue working on the Regional Labor Office in order to obtain the allocation of Frenchmen or Russians. Perhaps you can arrange a conference with Herrn Bless for Friday, 20 March 1942. In addition I shall come to the Regional Labor Office together with Director Niese on Wednesday, 25 March in order to discuss the attitude of the Regional Labor Office regarding our construction project fundamentally.

With best regards and Heil Hitler,

Yours,

(Stamp) Signed Hofmann

Copy to management Wolfen-Film

CERTIFICATE OF TRANSLATION

I, DOROTHEA L. GALEWSKI, ETO NO. 34079, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. WL-13544.

DOROTHEA L. GALEWSKI
ETO NO. 34079

END

Case 6
up
126

TRANSLATION OF DOCUMENT No. NI-13531
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

Dr. Ing. ADOLF KASCHT

E.H. #1955

Augsburg 28 June 1939,
Lessingstr. 21

(Trans.Note: the following is all handwritten:)

To the
Management

IG Farbenindustrie AG

Confidential

Wolfen Film Factory

(trans.note: stamp: Sekretariat Dr. Gajewski
in: 29 Jun 1939
reply: 63991.)

I am herewith informing you that in view of obvious cases of sabotage, such as the tearing off of important notices etc., I consider myself forced, after consulting with the State Police, to employ a confidential agent (Vertrauensmann) as laborer in the Du/plant until further notice. The office which is arranging this is to receive

RM 25 per day, including the wages.

I have purposely refrained from making an application or asking for credit. Dr. Schunacher and Dr. Fischer are the only other people to know about this matter.

Heil Hitler!

(signature) KASCHT

(Marginal note in different handwriting)

Brief did not arrive registered!
init. 81 (for Silber!)

(page 2 of original)

To the Management
of IG Farbenindustrie AG
Wolfen Film Factory

IG FARBENINDUSTRIE AG
Böblingen plant
BÖBLINGEN
Augsburg-Land.

Confidential

CERTIFICATE OF TRANSLATION

I, DOROTHEA L. GALEWSKI, ETO #34079, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. NI-13531.

DOROTHEA L. GALEWSKI,
ETO # 34079.

B M D

-1-

EXL #1956

Dr. KISINE
IG Farbenindustrie
Aktiengesellschaft

WULFEN, 7 October 1941,
Kreuz Bitterfeld-Dr. El./St./Hk.

SECRET

To

Director Biese
Director Dr. Basermann
Director Dr. Miller,
Director Dr. Rediger,
Professor Dr. Eggert,

Herrn Grahl,
Doctor Schulze,
Doctor Meyer,
Herrn Hendrich
Herrn Benfat Boysen }

Technical Dept. Prg. III
Factory Dept. Mayon.
" " Photo
Patent Dept.
Scientific Photographic Chemical
Laboratory
Factory Bookkeeping
General Dept.
Auditing Dept.
Works Security Detachment.

(Trans. Note: 82617

stamp:
Secretariat Dr. Gajewski
Recd.: 8 Oct 1941
Reply:)

Re: Sabotage Measures.

With reference to the information I gave at the Management Conference on 6 Oct 1941 I wish to inform you of information received from the Supreme Command of the Armed Forces:

* From excellent sources it has come to our knowledge that acts of sabotage on a large scale have been planned by the British and Americans to take place in the German military economy, particularly in Air armament plants. Firms such as Junkers, Messerschmitt, Pocke-Wulf, Askaniewerke and works of the IG Farbenindustrie have been given as the main targets.

According to the information we have, money is to be no object in these projects. In view of the amount of foreigners employed the greatest vigilance should be exercised.

We are using this opportunity to stress again particularly that all regulations on the assignment of foreigners should be most carefully observed.

The managements of the plants are to be informed immediately."

(page 2 of original)

For your information I am enclosing a list showing the employment of foreign labor in the various parts of the works.

I have ordered Herrn Hendrich to check the employment of the foreigners in the various places with the department and plants chiefs concerned. I want to draw your attention once again to the fact that Herr Hendrich is to be informed immediately of the transfer of foreign workers to other departments or places in the plant.

As agreed in the Management Conference on 6 Oct 41 no foreigners are to be employed in the drying loft (Sadage).

Copy to Dir. Dr. Gajewski.

signed KISINE.

LIST
of the foreign labor employed in the plants.

total: 1,553 foreign workers.

Situation on: 6 October 1941.

| Plant | Slov. | Czechs | Pol. | Flam. | Dan. | Greek | Yug. | Dut. | Swiss | Rum. | Ukr. | State labor | less: hired in: | Total |
|------------------------|-------|--------|------|-------|------|-------|------|------|-------|------|------|-------------|-----------------|-------|
| | | | | | | | | | | | | | Paris | |
| Roll film | | | 101 | | | 1 | | | | | | | | 102 |
| 3-mm film | | | 103 | | | | | | | | | | | 103 |
| Roll factory | 5 | | 2 | | | | | | | | | | | 7 |
| Cine film | 5 | 1 | 76 | | | | | | | | | | | 82 |
| Foundry | 10 | | 4 | | | | | | | | | | | 14 |
| Amateur film (Kohn) | 7 | 6 | 4 | | | | | | | | | | 1 | 18 |
| g. Amateur film | | | | | | | | | | | | | | |
| Glycol | 1 | | 12 | | | | | | | | | | | 13 |
| Photochem. | | | 19 | | | | | | | | | | | 19 |
| Phototech. | | | 31 | | | | | | | | | | | 31 |
| Rafa | 5 | | 19 | | | | | | | | | | | 24 |
| Emulsion experiments | 1 | | 1 | | | | | | | | | | | 2 |
| factory | | | | | | | | | | | | | | |
| Film Despatch | | 9 | 6 | | | | | | | | | | 1 | 16 |
| Sprinkler (Boissacrol) | 41 | 10 | | | | | | | | | | 1 | | 52 |
| Rectification | 1 | | | | | | | | | | | | | 1 |
| Amateur film | 1 | | | | | | | | | | | | | 1 |
| Emulsion factory | | 2 | | | | | | | | | | | | 2 |
| Scientific photo | | | | | 1 | | | | | | | | | 1 |
| laboratory | | | | | | | | | | | | | | |
| A.O.F. | | | | | | | | | | | | 1 | | 1 |
| S-Cellulose factory | 29 | 11 | 3 | | | | | | | | | | | 43 |
| N-Cellulose factory | 20 | 17 | | | | | | | | | | | | 37 |
| Plant laboratory | 2 | | 6 | | | | | | | | | | | 8 |
| dye | | | | | | | | | | | | | | |
| Refinery | | | 125 | 14 | | | | | | | | | | 139 |
| Filter sewing | | | 23 | | | | | | | | 1 | | | 24 |
| Doubling mill | 19 | 5 | 67 | 11 | | | | | | 1 | | | | 103 |
| Fe-Co plant | 4 | 35 | 19 | 3 | | | | | | | | | | 61 |
| Spinning #31.750 | | | | | | | | | | | | | | |

1 Polish women - Polish camp
1 Flemish woman - Canton
1 stateless - Vot Apes.

| | | | | | | | | | | | | | | |
|---------------|--|--|-----|----|--|--|--|--|--|---|--|--|--|-----|
| Refinery | | | 125 | 14 | | | | | | | | | | 139 |
| Filter sewing | | | 23 | | | | | | | 1 | | | | 24 |

[illegible]

4
TRANSLATION OF DOCUMENT No. NL-13563
Cont'd

CERTIFICATE OF TRANSLATION

I, DOROTHEA L. GALEWSKI, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. NL-13563.

DOROTHEA L. GALEWSKI,
ETO #34079.

Case 6
State
sup CG

EXL # 1957

TRANSLATION OF DOCUMENT NO. WL-13522
OFFICE OF CHIEF OF COUNSEL FOR WAR
CRIMES

(Translator's Note: Handwritten Note)
88/1 (Ollendorff)

Dr. Ga/Hi

16 June 1938

Confidential!

Chamber of Industry and Commerce at Berlin,

Berlin NW 7

Dorotheenstrasse 8

Your letter of 12 inst.
Your Ref: A 1438/36/17.

Dr. Gerhard Ollendorff last acted in the I. G. Farbenindustrie A.G. as member of the Vorstand and in this capacity was head of the Filmfabrik Wolfen. Dr. Ollendorff left when pensioned off in 1932. His reputation is excellent and his financial affairs are entirely in order.

Heil Hitler
(Stamp) signed GAJESKI

(Page 2 of original)

(Handwritten Note)
88/1 (Ollendorff)

I.G. FARBEINDUSTRIE AKTIENGESELLSCHAFT

Management

Filmfabrik
Wolfen (Kreis Bitterfeld)

30 November 1938

Secret State Police,
(Geheime Staatspolizei)
State Police Office Halle,

Halle / S.

Subject: Dr. Gerhard Ollendorff, born 12 October 1879 at Krotoschin,
living at Unterrainau, Upper Bavaria.

Dr. Ollendorff has informed the Reich Office for Economic Development that he intends to go abroad. We wish to inform you that, according to our interpretation, Dr. Ollendorff has knowledge of secret matters and that, therefore it should be in the general interest of economy not to permit Dr. O. to go abroad for the time being. Since Dr. Ollendorff may still be in possession of papers we would consider it advisable to have his home searched as a precautionary measure, and that any documents be sent to us for study and opinion.

We request that this matter be treated in absolute confidence.

Heil Hitler!
I.G. FARBEINDUSTRIE AKTIENGESELLSCHAFT.
(Signatures) GAJESKI sign. MILLER

TRANSLATION OF DOCUMENT NO. WL-13522
Cont'd

(Translator's Note: Handwritten Notations)

See also letter to Gestapo of 19 December 1938.
Given by H. Henrich to State Police Munich during his visit, according
to Henrich on 2 December 1938.

Copy 2

CARBON COPY

(Page 3 of original)

(Translator's Note: Handwritten Note)
88/1 (Ollendorff)

Dr. G. H.

Wolfen. Film Factory, 25 November 1938

File Memorandum

About the Discussion with Dr. Ollendorff on 25 November 1938.

After describing his experiences, Dr. Ollendorff informed me in strict confidence that he had been asked by a Japanese whether he could name photographic experts, since Japan had bought large quantities of Agfa-Film but was no longer able to do so because of difficulties with foreign currency. Therefore, Japan would have to increase the existing domestic manufacture of film. I advised Dr. Ollendorff not to answer this letter, whereupon he replied that he would not do this directly in any case but would send the answer via the Japanese Consulate.

He would also have an opportunity of participating with 100,000.00 Marks in an invention for the production of waterproof paper that was being offered to him in Germany. Since the invention had been offered by a foreign company the 100,000.00 Marks paid in Germany would be credited to him in such a fashion if he were to emigrate, he would receive an income abroad from the head office of the firm.

Dr. O. is still doubtful whether he should make an application for the preparation for emigration or for the final emigration.

Dr. O. also showed me a letter from the British Legation in which he was informed that he could make an application for British passport at any time.

2 Copies

Dictated by: Dr. OLLENDORFF

(Page 4 of original)

(Handwritten Note)
88/1 (Ollendorff)

Wolfen, Filmfabrik,
1 February 1939

File Memorandum

About the Visit of Frau Ollendorff on 1 February 1939.

Frau Ollendorff is married to the cousin of Dr. Ollendorff who is also a Jew. She herself is Aryan. Her husband is a nerve specialist. There are 5 children. The oldest son studied medicine, and he passed his first medical examination (Physikum). On the same

TRANSLATION OF DOCUMENT NO. NL-13522
Cont'd

day a decree was issued that half-Jews could no longer become physicians, whereupon the word "passed" was stricken out in the report and the word "failed" was substituted. Thereupon, he emigrated to England where he has in the meantime got engaged to an Englishwoman. Two other sons are in the Labor Front. Mr. O. was formerly head of a hospital.

Dr. O. lived with them in order to have a place of residence if he wanted to receive an identification card. He was told to call for the identification card. By chance, Mrs. Ollendorff went with Dr. O. in order to call for the card. He was immediately arrested on that occasion. It was three days before she was able to talk to him in the Alexanderplatz prison. Since 9 o'clock on 31 January Dr. O. has been with the Gestapo in Halle. Mrs. O. wants to visit him tomorrow. I mentioned Kriminalrat Frank to her as the man dealing with the matter and gave her permission to refer to me. She wishes first of all to encourage him so that he may get the impression that he is being looked after; but she also wants to get a decision from him as to what stocks are to be sold in order to pay the expiation payment (Geldstrafe) which will be due on 15 February.

She also stated that Mrs. O. is living with her brother in Switzerland and that money for the passage to South America

(Page 5 of original)

to visit her son is available for all members of the family. Mrs. O's maiden name was Leber, her mother's maiden name was Fritsche, and Mrs. O. was quite sure she was Aryan.

(Handwritten) Signed Ga.

(Page 6 of original)

(Handwritten Note)
88/1 (Ollendorff)
Gls. Miller

(Translator's Note: The following page is handwritten)
(to read 7 February M1) 8 February 0645
Zurich, 7 January 1939 M1.

Dear Herr Gajewski:

Please do not take it amiss if shortly before leaving I address myself to you with a request. Please do everything to achieve or hasten the release of my husband, I simply cannot understand it! If a person is innocent something simply has to be done so that the matter is not delayed for weeks. I request you, Herr Gajewski, and the entire management with all my heart, hasten the affair, it simply cannot go on like this. It was only a matter of an accusation after all.

With best regards

(Signature) Frau Clara Ollendorff

(Handwritten Notation)
Confidential
Hendrich, please discuss.
(initials)

Original will be handed to the Gestapo by Hendrich.

M1. 15 February 1939

0930

TRANSLATION OF DOCUMENT NO. WL-13523
Cont'd. -----

(Page 7 of original)

Dr. Ga/HI

(Handwritten)
88/1 (Ollendorff)
(Stamp): Wolfen, Filmfabrik

15 June 1939

Confidential - Personal -

To

Geheimrat Dr. Schmitt,

Berlin NW 7
Unter den Linden 82

Dear Herr Geheimrat,

Yesterday, I had the discussion with Dr. Ollendorff. In this discussion the question about the reasons for his arrest was completely cleared up.

Dr. Ollendorff now asks us to aid him in procuring permission for the emigration and in receiving a monthly payment abroad of approximately \$700 from AGFA ANSCO.

In regard to the emigration I told him that we would not make the slightest difficulties for him and that we would send him a letter on this matter in which we would raise no objection to his emigration. I am attaching the letter concerned so that you can sign and mail it.

In regard to the payments from Ansco, Dr. Ollendorff does not want to be employed by Ansco but wishes merely to receive a sort of monthly pension from Ansco in some foreign country - probably Brazil.

If he emigrates, his income from his pension will be credited to a blocked account and he offered to credit the sums paid abroad to the pension.

However, any other way in which he could be helped to lead a reasonably comfortable life is also agreeable to him.

(Page 8 of original)

Wolfen, Filmfabrik,
15 June 1939.

I told Dr. Ollendorff that we certainly would do everything to help him but that the possibilities were naturally limited.

With friendly regards and Heil Hitler,

Yours,

(Stamp) Sigi Gajewski,

Copy to Geheimrat Bosch, Heidelberg (Translator's Note: Handwritten Note) without enclosure)

Copy 3

TRANSLATION OF DOCUMENT NO. NL-13523
Cont'd

(Page 3 of original)

(Handwritten Note) SS/1 (Ollendorff)

I.G. Farbenindustrie Aktiengesellschaft

VORSTAND

Frankfurt/Main 20.

15 June 1939

To:

Dr. Gerhard Ollendorff,

Berlin-Wilmersdorf
Linsbuckerstr. 12

Dear Dr. Ollendorff,

According to your information you intend to go abroad. We herewith certify that our firm has no objection to your emigration. As far as it is possible for us, we will gladly help you in your life abroad.

With our best wishes for the future,

We remain,

Respectfully,

I.G. FARBENINDUSTRIE AKTIENGESELLSCHAFT

(Handwritten) signed Otto

(Stamp) signed Grynski

(Translator's Note:
Handwritten note) Envelope addressed
correctly to Berlin-Schoenberg.
Secret. Geh. R. Schmitz
(Miss Theunel) requested on 26 June to
change envelope to: Berlin-Schoenberg.
M.

(Handwritten Note)
Copy to: E. Geh. Rat. Schmitz

(Handwritten Note)
(Received back from
Geh. Rat Schmitz on
27 June, therefore original
probably also mailed on 26
June.) M.

TRANSLATION OF DOCUMENT NO. HI-13523
Cont'd. -----

(Page 10 of original)

(Handwritten Note) 88/1 (Ollendorff)

Dr. Gerhard Ollendorff

Berlin-Schoenberg,
Innsbruckerstr. 12

29 June 1939

(Handwritten) 9.

TO : Director Dr. Fritz Gajewski
Wolffen

(Stamp) Secretariat Dr. Gajewski
Rec'd. 31 June 1939
Ans.

(Handwritten Note) 84023

Dear Dr. Gajewski,

Attached, please find an official letter of thanks to the
Vorstand for the exceedingly kind letter that was sent to me.

I know that I have to thank you most of all and I wish to
express my heartfelt gratitude to you.

During our discussion I already told you that I had not believed
that the Vorstand would look after me in such a fashion. I shall never
forget what you yourself are doing for me now.

Respectfully yours,

(Signature) Ollendorff

(Handwritten Note) Reminded Dr.
Ga. on 11 July 1939 again of
last paragraph of attached letter
to Vorstand. M.

(Page 11 of original)

(Handwritten Note) 88/1
(Ollendorff)

Berlin-Schoenberg, 29 June 1939

Dear Gerhard Ollendorff

To the Vorstand of the
I.G. Farbenindustrie Aktiengesellschaft,
Frankfurt/Main.

Gentlemen,

The contents of your letter of 15 June 1939 which I received
day before yesterday fills me with intense satisfaction and gratitude.

The feeling that even in hard times my former colleagues do not
forsake me entirely consoles me very much.

TRANSLATION OF DOCUMENT NO. KL-13522
Cont'd

I shall welcome hearing that your efforts were successful and
I thank you with all my heart.

Yours respectfully.

(Signature) Ollendorff

CERTIFICATE OF TRANSLATION

I, DOROTHEA L. GALEWSKI, ETO NO. 34079, hereby certify that I am thoroughly
conversant with the English and German languages; and that the above is a
true and correct translation of Document No. KL-13522.

DOROTHEA L. GALEWSKI
ETO NO. 34079

END

Case 6
sup. 26

C E R T I F I C A T E

Exh. # 1958

I herewith certify that the files of the former
Supreme German Taxation Court (Reichsfinanzhof) in the
turnover tax litigation of the Dynamit Nobel A.G. Troisdorf,
for the taxable year 1938, were taken by me at the Court's
building in Munich, and that Document NI-11746 contains
the following excerpts from this file:

Page of the
English
Mimeograph

| | |
|--|----|
| Decision of the lower Court, dated 19 July 1939, (Finance Office Biesburg) holding that DAG was not dependent on Ferber - financially or economically (which decision was reversed by the Supreme Court)..... | 1 |
| Petition on Appeal of DAG to Supreme Court, dated 20 November 1940, from this decision | 11 |
| Further petition by DAG dated 20 September 1941, in support of appeal..... | 24 |
| Further petition by DAG dated 13 December 1941, in support of appeal..... | 35 |
| Opinion of the Reich Minister of Finance, dated 23 October 1943, addressed to Supreme Court..... | 40 |
| Judgment of the Supreme Court, dated 26 November 1943, reversing decision of lower Court..... | 44 |

22 January 1948

/s/ Otto Heilbrunn
OTTO HEILBRUNN
Office of the Chief of
Counsel for War Crimes
U. S. War Department

-1-

END

"A TRUE CERTIFIED COPY"

Case 6
sup. 1/2
of

REPRODUCTION OF DOCUMENT NO. MI-14306
OFFICE OF CHIEF OF COUNSEL FOR THE CHIEFS

Vol # 1959

I. G. Farbenindustrie Aktiengesellschaft
Management

Bitterfeld, 24 March 1937

Confidential!

Registered!

| | |
|--|----------------------------------|
| Military Economy Inspectorate IV | Dresden N 15 Schiffstr. 3 |
| Military Economy Office Leipzig District of Military Economy Inspectorate IV | Leipzig E 22 Platzstr. 22 |
| Military Economy Inspectorate XI for W-L | Hannover Rachplatz 14 |
| Military Economy Office Dessau District of Military Economy Inspectorate XI | Dessau Albrechtstr. 54 |
| Military Replacement Inspectorate IV | Leipzig N 22 Heerstrasse 4 |
| Military District Command | Bitterfeld |
| Military District Command | Dessau |
| Military District Command | Wittenberg |
| Reich and Prussian Ministry of Economy, attention Reg. Rat Dr. Jans | Berlin W 8 Behrenstr. 43 |
| Saxonian State Chancellery, branch office of Reich and Prussian Ministry of Economy attention Reg. Rat Greiner | Dresden-A 1. Postschliesen 73 |
| Land Labor Office | Arfurt |
| Labor Office | Bitterfeld |
| Labor Office | Dessau |
| Labor Office | Wittenberg |

Re: Planning of Schedules

Since the measures, both within the works and outside them, with regard to material for the plants forming part of the Works Combines Central Germany of I.G. (Bitterfeld-South, Bitterfeld-North, Wolfen-Farbenfabrik, Aken, Losberitz, P-plant Piestaritz, Stassfurt and Deutscherthal) have been dealt with centrally and are nearly completed, it is necessary to start on the matter from the point of view of personnel and to work on this. This job cannot be done from Berlin but can only be handled by the works themselves in collaboration with the agencies concerned of the Wehrmacht, the Reich Ministry of Economy and the Reich Ministry of Labor, on the basis of the previous investigations of our Berlin office.

-3-

(page 2 of the original)

We have established a method for our works to deal with this and would now like to discuss the measures with the authorities in question. We are inviting you to visit us in Bitterfeld on 5 April 1937, 1000, for this purpose. We are proposing the following agenda for the meeting:

- 1) Welcome by the Verrechnungsmann (confidential representative of the Reich Ministries)
Director
von der Bey
- 2) Survey of Production of above plants and their importance as war armament and vital production (K-, B- and L-Produkte)
Director
Dr. Buergele
- 3) Report on Composition of Schedules and progress of work
Dipl. Ing.
Neumann
- 4) Substantiation of our proposals about dealing with personnel
Boehn
- 5) Discussion about the form the joint work with regard to personnel is to take.

We hope to be able to finish with points 1-4 by lunch time so that after lunching together we can have a discussion according to point 5.

We would be very grateful if you would send a representative to the meeting. Please let us have the names of the participants by 2 April 1937.

Heil Hitler!

I. G. FARBEINDUSTRIE ANTIKONGERESSBUREAU
(signatures:) G. Piator von der Bey.

CERTIFICATE OF TRANSLATION

I, Dorothy L. Galewski, ETO # 34079, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of document no. HI-14306.

DOROTHY L. GALEWSKI
Civilian, ETO # 34079
Office of Chief of Counsel for War Crimes
U.S. War Department

- B E D -

-3-

Case 6
rep. 26

14307

(Trans.note):

stamp: Confidential

File # 1960

Strictly confidential

Report of the first meeting of the

and developers in the Reich Air Ministry on 15 August 1935.

On 15 August 1935 the "First Conference of the Arms Manufacturers" took place in the Reich Air Ministry at the invitation of the Reich Air Ministry. A total of 33 gentlemen were present; of these about 40 were representatives of a total of 25-30 firms. The meeting was opened with a speech by the head of the development groups of the Reich Air Ministry, Major von Richthofen, whose statements were afterwards supplemented by remarks by Major Bassenge. Both gentlemen fundamentally stated the following:

So far, the development work between the Reich Air Ministry and the firms has been done in such a fashion that the Reich Air Ministry gave definitely defined jobs to the firms to carry out. In future, this development work is to be driven on by the firms, and the Reich Air Ministry is in future only supposed to check the finished results and to possibly develop them further together with the firms. The Reich Air Ministry is of course willing to support the firms in the development work, including supplying information that is not available to the firms. *Friedrichshagen* (Friedrichshager) are to be formed amongst the various arms and firms in such a fashion that one firm is to be responsible for the correspondence with the Reich Air Ministry and is working together with the other firms.

(page 2 of original)

First example: An airplane factory develops an airplane of a certain fighting strength and needs for it a cannon with a special mount. The airplane factory is then to take care of the correspondence, while the arm factory and the mount factory are sub-contractors.

Second example: Until now, firm A delivered the bomb bodies, firm B the fuses, firm C the charges. In the future, A is to be responsible for the correspondence, B and C are sub-contractors.

(page 3 of original)

For the development work of the firms it is necessary that the firms themselves, or rather their development engineers, are familiar with the use of arms. In order to achieve this, gentlemen from the firms are to be sent on weapons training courses. Such a course for several airplane and arm factories is already taking place at the moment in Wernsdorf and then in Techlin. The Reich Air Ministry further attaches great importance to the fact that it be suggested to young members of the firms who are liable to Army service that they serve in the Air Force, so that they can also collect experience there. The experience gathered at the front will be reported from the front to the Reich Air Ministry and will be forwarded from there to the firms. Also, in most cases, the development work can be shown to the interested officials from the Army, Navy and Air Force who are known to the firms. In doubtful cases a telephone inquiry to the Reich Air Ministry is sufficient.

Army, Navy and Air Force who are known to the firms. In doubtful cases a telephone inquiry to the Reich Air Ministry is sufficient.

The Receiving Detachment (Anschickungsdet.) can also be informed about the development work.

The Reich Air Ministry is interested in seeing that development work and manufacturing are separated both as far as personnel and

(page 4 of original)

working hours is concerned. Up to now this separation has proven to be very successful with regard to airplane construction and the motor industry. The Reich Air Ministry will particularly take into consideration what time proved to offer the best facilities for development by separating manufacture and development work, when giving orders later on. The research of scientific agencies and institutes is always to be taken into consideration in the development work of the firm. Collaboration on this matter is desirable. It is also intended to assist the leading airplane manufacturers, who are at present undergoing a special training course to

(page 5 of original)

to future maintenance of airplane will take the place of development. There are two ways of maintaining secrecy:

any subject which will result in an improvement as compared to foreign countries is to be kept secret (Geheim gehalten).

Any matter the existence of which may not become known abroad at all are (top secret) (Streng geheim). All secret letters are to be sent to the Reich Air Ministry as internal letters valued more than \$ 1,000.

(page 6 of original)

(signature) Hinkelroth

Bitterfeld 21 August 1936.

CERTIFICATE OF TRANSLATION

I, DOROTHEA L. GALEWSKI, RPO #34079, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of excerpts of Document No. XI-14307.

DOROTHEA L. GALEWSKI,
RPO #34079.

END

Case 6
sep. 1961

TRANSLATION OF EXCERPTS OF DOCUMENT No. NI-14558
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

Exh. #
1961

ECONOMIC GROUP CHEMICAL INDUSTRY

(trans. notes: handwritten: 203)

50 illegible

initial

our ref: Dr. U/Sg.

Day book No.

Please quote ref & daybook No.

in reply.

Berlin W 35, 29 October 1936

Grossadmiral Prinz-Heinrich

Str. 19

Tel: Switch B 2

Lutzow 9661

Telegram: "Alchimie"

By special delivery

Herrn Dr. Biergin

c/o I.G. Farbenindustrie A.G.

B i e r g i n

(trans. notes:

stap:secretariat. . . .

Received: 30 Oct 1936

(handwritten: delivered: 4 Nov 36)

Four Year Plan:

Dear Dr. Biergin,

Dr. Kramich in the Office for German Raw- and synthetic Materials under the Minister President and General Goering, Plenipotentiary for the Four Year Plan, has asked us to suggest as soon as possible the names of experts, with whom certain special problems arising out of the Four Year plan, could be discussed by this office.

We have taken the liberty of suggesting you as an expert in the field of electrolysis of alkaline chlorine.

During the next few days you will receive an invitation of the office mentioned.

.

Heil Hitler!
Economic Group Chemical Industry
The Manager:
(signature): UNGEWITTER

CERTIFICATE OF TRANSLATION

I, DOROTHEA L. GALEWSKI, ETO #34079, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. NI-14558.

DOROTHEA L. GALEWSKI,
ETO #34079.

TRANSLATION OF EXCERPTS OF DOCUMENT No. XI-14809
OFFICE OF CASES OF COUNSEL FOR WAR CRIMES

Frankfurt/M., 30 November 1936.

Exh. # 1962

Minutes of the

40th meeting of the Chemicals Commission on 30 November 1936 in
Frankfurt/Main

Start 9:00

End 13:00

Present: Weber-Minrose
Dr. Buchner
Dr. Pieter
Geh. Rat Schmidt
Dr. ter Meer
Dr. Struss
Dr. Hermann

Dr. ter Meer takes the floor to discuss the Four Year Plan and its repercussions on our firm. The tightening of finances which is to be expected forces us to be very careful in the selection of projects with respect to the distribution of means. Thereupon the experts at the office for Raw Materials and Synthetics are called in, that is Messrs. Dr. Minrose, Dr. Buchner and Dr. Wurster, and in conference with them the following basic resolutions are passed:

Electrolysis - The juxtaposition of the available capacities for chlorine in the years 1937/1938 - including Knecht - and of the demand to be expected during these two years shows for 1937 a deficit of 9000 t which will increase in 1938 to 29000 t. Not considered here is the possibility to save 10,000 t by a shifting over in Straßfurt. - The corresponding comparison for caustic soda shows a deficit of 28,000 t in 1937 which might be made up in an emergency from the causticization in Leverkusen and Ludwigshafen. (Translator's note: in the text the typed name "Knecht" is crossed out and "Ludwigshafen" written next to it in pencil). This shows that the problem of electrolysis will be in the future a chlorine program and that our steps must be dictated by the necessity of satisfying the demand for chlorine, something that cannot be done by a third party.

(page 2 of original)

Sulfuric acid - The capacity of approximately 600,000 t which is available for the year 1937 cannot meet the demand for SO_3 in the next year which will increase by 20,000 t for the new rayon staple plan to a total of 680,000 tons per year of SO_3 . The Commission therefore recommends for submission in the next Technical Committee meeting (TEA) expansions for a total of approximately 140,000 t in Bitterfeld, Leverkusen, Knecht and Ludwigshafen - central Germany from gypsum, other plants from pyrites. - This expansion would cover the total demand, that is own consumption and sale, and there would be created thereby a certain reserve for deficiencies. Dr. Buchner and Dr. Wurster consider the sulfuric acid program for the next years thereby as fulfilled, aside from approx. RM 8 billions which might become necessary during the next 5 years for lump-pyrites ovens. (translator's note: Marginal pencil note: "Replacement and modernization"). Commission therefore agrees to leave further expansions to third parties and gives in principle its permission to the issuing of licenses for our German sulfuric acid program.

TRANSLATION OF EXCERPTS OF DOCUMENT No. NI-14509
Cont'd

Carbon Disulfide: Agreement is expressed with the preliminary approval for expanding the carbon disulfide factory in Premnitz by 5000 tons per year.

Subseq.: While work on the Benz factory Schöppen is proceeding to the extent planned, we have already finished (hermannsdorfer) carbon black.

Leviner Acetate: The dominating favorable evaluation of our new Tanigan types 2 and 3 — in connection with what was said in the last China — make it appear necessary to adjust the capacity of Leverkusen to the demand. In the meantime the question of furnishing sufficient amounts of Tanigan has become urgent, because of the letter of 7.11.35 which makes a 10% admixture compulsory.

Light Metals: Nothing new is to be reported on magnesium. In planning L.G. will not exceed the 9 000 tons per year of which so far 4,500 tons per year have been approved are being built in Bitterfeld. A participation in a partnership plant with VAW is out of the question. — In general we want to confine ourselves to the Leverkusen plant and leave to others the production of further amounts.

(page 6 of original)

/s/ WERNER KUNZE

CERTIFICATE OF TRANSLATION

I, EDWARD STEVENS, AGO #D-428172, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of excerpts of Document No. NI-14509.

EDWARD STEVENS,
U.S. Civilian,
AGO #D-428172

Case 6
sup
J. J. J.

Exh. # 1963

TRANSLATION OF EXCERPTS OF DOCUMENT No. NL-14559
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

(page 1 of original)

Mail Excerpt No. 3

Bitterfeld 21.7.1942

.....
Plant Protection. On 18.7 at night, a Russian civilian, fleeing
from the camp for Russians, after having been called to stop by a
plant protection officer, was shot at and fatally injured (18.7)
.....

CERTIFICATE OF TRANSLATION

I, EDWARD J. STEVENS, AOC D-428172, hereby certify that I am thoroughly
conversant with the English and German languages; and that the above
is a true and correct translation of Document No. NL-14559.

EDWARD J. STEVENS,
AOC D-428172

E E D

E E D

TRANSLATION OF EXCERPTS OF DOCUMENT No. WL-14560
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

*Can be
sp. dist.*

I.G. Farbenindustrie Aktiengesellschaft
Bitterfeld

Exh. # 1764

Bitterfeld, 14 July 1944.

Director Dr. E. Baergin

(17a) Darmstadt
Hotel Zum Schietzen

Dear Doctor,

Included we are sending you a part of the mail which came in the
meantime and inform you on this occasion of the following:

(page 3 of original)

In the Eastern Workers Camp, Russian have been hanged for bolshevik
plots.

Further we wish you a fine vacation and with kind regards.

Heil Hitler!
I.G. FARBENINDUSTRIE AKTIENGESELLSCHAFT
signature: LANG W. FREY

CERTIFICATE OF TRANSLATION

I, EDWARD J. STEVENS, AGO # D-428172, hereby certify that I am
thoroughly conversant with the English and German languages; and
that the above is a true and correct translation of excerpts of
Document No. WL-14560.

EDWARD J. STEVENS,
U.S. Civilian,
AGO #428172.

case 6
sup. Feb.
8

TRANSLATION OF DOCUMENT NO. HL-14957
OFFICE OF CHIEF OF COUNSEL FOR WAR
CRIMES

I.G. BITTERFELD

Vol. # 1965

(Trans. Note: Stamp:
Office Bitterfeld
Rec'd. 22 July
Ans.)

Handwritten: A 21
505
Illegible Initial)

To the
Management

Your Ref.: Your Organization of: Our Communication of:

| | | |
|-------------|------------|---------------|
| House Tele. | Our Ref.: | Bitterfeld |
| | Gen. Dept. | 22 July 1943. |
| | Tech/Bu. | |

Re: Allocation of Labor.

We have just determined on the basis of a telephone conversation with Herr Kauffmann that the prospects for the allocation of more labor look very bad. As a result of the July drive it will probably not be possible to allocate more than 100 men to the dyestuffs factory and the Bitterfeld plants via the 'red slip method'. Of these approximately 2/3 would go to Bitterfeld. It is said that for July the Gebechen (Plenipotentiary General for Special Questions of Chemical Production) received only a total allocation to the extent of the requirements of the dyestuffs factory and the Bitterfeld plants. Therefore it will not be possible to get more than mentioned above out of the July drive.

Regarding the August drive nothing is known yet at present. If, however, in view of high priority manufactures such as tanks, Navy and Air Force, the Gebechen is to get as little in August as in July, then we can only count on a quota which bears relation to our urgent requirements.

Negotiations about covering the requirements of the E- plant have been carried on in the Air Ministry by Dr. Perachmann. Herr Kauffmann is unable to say whether this has also been done in respect to the requirements for our E- metal department.

Over

(Page 2 of original)

We suggest that the department heads determine what amounts we will not be able to produce if we get or only quite insufficient allocations of labor, in order to be able to give the Gebechen reasons for the urgency of the allocations.

In view of the fact that during the next months there will not be relief with regard to labor allocation, it is recommended that it be pointed out again in the next plant meeting (V.B.) that restraint should be used in authorizing leave.

| | |
|---------------------------------------|-----------------------|
| (Trans. Note: Handwritten: | Personnel Department |
| W.B. (Plant Discussion) | (Illegible Signature) |
| French personnel going on leave to | |
| furnish guarantors! | |
| Private agreement with Slave traders! | |

TRANSLATION OF DOCUMENT NO. KL-14567
Part 1A

CERTIFICATE OF TRANSLATION

I, DOROTEA L. GALENSKI, ETO NO. 34079, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. KL-14567.

DOROTEA L. GALENSKI
ETO NO. 34079

Exh. # 1966

I.G. Frankfurt

Directorate Department Chemicals.

To Herr Dir. Dr. Baergin
in Department Plant Bitterfeld.

Frankfurt/Main, 23 October 1939.
Dr. Hue/So.

With reference to your telephone conversation of today with Herr Baefliger.

24 October 1939 (handwritten:
The enclosures mentioned in the memorandum are already in your possession) Initial: I.

(Round Rubber
Stamps)
I.G. Bitterfeld
23 October 39-7
-all Offices.

(Rubber Stamp):

| |
|---------------|
| Sekretariat |
| Bitterfeld |
| Received |
| 25 Oct 1939 |
| Answered:.... |

Memorandum for Director Baefliger.

Re: Chemical factories in Poland.

On the attached location map together with the list pertaining to it, the most important chemical factories of Poland are shown.

Regarding the

Friedrichshagen "Schorla" S-ka A.G., Zgierz
(Chemische Industrie "Schorla" A.G.)

the following is to be noted:

The dyestuff factory "Schorla" in Zgierz, under Polish State control, set up a chemical factory - which among other things also operates a plant for electrolysis, - in the industrial triangle of Gdansk, which has been hastily developed by Poland. As it is intended to have the "Schorla" taken over by a German corporation organized for that purpose (Aufgangsgesellschaft), we consider that the investigations and inspections which are necessary for this plan could offer an opportunity for a visit to be made also to the electrolysis plant in the industrial region of Gdansk.

(signed) H u e n e c k e .

Initial: illegible.

TRANSLATION OF DOCUMENT NO. VI- 1160
OFFICE OF CHIEF OF COUNSEL FOR WAR
CRIMES. (continued)

(Handwritten): Chief engineer Grabe Zankowice Elektrolaysis
Dr. Weiss - Pestonitz-Podgorze
Trustee Koefke
Berlin Director Wallach.

(Initial): von Schnitzler.

-END-

CERTIFICATE OF TRANSLATION

I, DOROTHY E. FULLER, USFET 492, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the Document No. VI-1160.

18 August 1947

DOROTHY E. FULLER
USFET 492.

Case 6
up 6

TRANSLATION OF DOCUMENT NO. NI-1150
OFFICE OF U.S. CHIEF OF COUNSEL
FOR W.R. CRILES.

Exh. # 1967

I.G. Farbenindustrie Aktiengesellschaft
Bitterfeld

24 November 1939.

REGISTERED

Direktor Dr. Wurster
L u d w i g s h a f e n / R h e i n .

Dear Dr. Wurster,

My very best thanks for your yesterday's letter and for the notes forwarded in it on your trip to Poland. I am enclosing as you wished a copy of my travel notes.

With kind regards and Heil Hitler!

I remain,

Yours

(stamped) signed Burgerin.

- Enclosure -

(page 2 of original)

I.G. Farbenindustrie Aktiengesellschaft
Bitterfeld

22 November 1939.

Oberregierungsrat
Dr. F. Engeroff

B e r l i n W 9
Scharlenstr. 128.

Dear Dr. Engeroff,

Things turned out just as I had expected: When one is at home one is completely taken up with current affairs and today is the first opportunity I have had to send you a few more lines in connection with our trip. In the report which was drawn up at the time there is no mention of the mineral oil well north of Jaroslau on the San near Pelkiny, which is said to produce at 1,000 meters. And also the turpentine plant in Rudnik (burnt down). Then the few installations in Debe of a purely mechanical nature, which the steel works Stalowna Wola has already taken over. Finally, there is a plant for light and medium guns which has several electro steel furnaces and a power plant of 40,000 kilowatts. The normal personnel consists of 4,500 men. For these people a completely new town has been built

TRANSLATION OF DOCUMENT NO. NI-1150
CONT'D.

according to a uniform plan 15 kilometers north of Nisko and next to the steel plant, complete with everything necessary (hotels, shops etc.). This was no doubt meant to be developed even further. Plans were made for a plant for ferrous alloys as well for the manufacture of preliminary alloys for the special quality of steel. In addition an aluminum foundry was to be set up in the coming year next to the power station of Stalowa Wola. Apart from construction sheds there is nothing to be seen yet. Stalowa Wola also is connected with the gas line of Jaslo.

On the whole all the plants made a good impression both as regards the actual planning of the separate installations and their execution. All the plants are connected with the natural gas system of Jaslo; then with a high tension line from Kosice, and are meant to be connected later on with a large water power station of 40,000 kilowatts on the Dunajec, the actual building of which is already finished.

(page 2 of original)

The steam boilers of the larger plants are gas- as well as coal-fired and some of them have installations for their own production of current apart from their connection with outside sources of current.

For German industry the following will be of interest for different use : the Ljungstrom steam turbines, the motor generator for 4,000 amp. of direct current, the numerous iron tanks in Sarazyna which hold up to 30 m³, the formaline plant in Puskow on account of its innumerable copper vessels, the contact apparatus and various autoclaves in the Dobica rubber factory, as well as the different supplies of raw rubber (700 tons in Dobica) and metals (copper, zinc, aluminum) in Pustynia. The 22 quicksilver cells are too small for German conditions, but might possibly be of interest to Kosice.

With kind regards and Heil Hitler

I remain,
Yours,
(stamped) signed Guergin.

rolling mill
In the report on the Pustynia the word zinc must be substituted for the word tin.

CERTIFICATE OF TRANSLATION.

I, DOROTHY E. PLUMMER, USFET 482, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document No. NI - 1150.
1 March 1948

DOROTHY E. PLUMMER
USFET 482,

(E N D)
- 2 -

Case 6
up 8/28/48
No. 255. 19

Exh. # 1968

MINUTES
of the Management Conference on 27 June 1938.

| | | |
|----------|------------------|----------------------------|
| Present: | Dr. Gajowski | (Translator's Note: Stamp: |
| | Dr. Kleins | Secretariat Dr. Gajowski |
| | Dir. Riess. | Rec'd: 4 July 1938 |
| | Dr. Mediger | Reply: |
| | Grahl. | |
| | Prof. Eggert | 55263 |
| | Dr. Schulze | |
| | Prof. Gureckmann | (Initial) G (for Gajowski) |
| | Joera | |
| Absent: | Dr. Miller | |
| | Dr. Beulmann. | |

.....
(Page 3 of original)

.....
7.) Kleins pointed out that in two cases of serious offences against order in the plant we reported the employees concerned to the State Police, which in its turn reprimanded them severely and assured them that further steps would be taken if there were any second offence. This procedure has been far more successful than dismissal.

.....
(Page 3 of original)

.....
Signed: Dr. Schulze.

(Page 4 of original)

| | |
|----------|----------------------------------|
| No. 395. | (Translator's Note: Stamp: |
| | Secretariat Dr. Gajowski |
| | Rec'd 4 November 1940 |
| | Reply |
| | 75383 (Initial) G (for Gajowski) |

MINUTES
of the Management Conference on 28 October 1940.

| | |
|----------|--------------|
| Present: | Dr. Gajowski |
| | Dr. Kleins |
| | Dr. Miller |
| | Cpl. Endress |
| | Dr. Beulmann |
| | Dr. Mediger |
| | Dr. Hofmann |
| | Grahl |
| | Prof. Eggert |
| | Dr. Schulze |

TRANSLATION OF EXCERPTS FROM DOCUMENT
NO. WL-13548
Cont'd

Absent: Dir. Riess
Joerus

(Page 5 of original)

10.) After we had reported a notorious slacker, the Kreisobmann threatened him with removal to a concentration camp in case of further offences.

(Page 7 of original)

Wolfen. 31 October 1940

Dr. Sch/M

Signed: Dr. Schulze

(Page 8 of original)

No. 398.

Strictly Confidential

MINUTES
of the Management Conference on 18 November 1940.

Present: Dr. Gajewski
Dr. Kleins
Dr. Miller
Dir. Riess
Dr. Esselmann
Dr. Mediger
Grahls
Prof. Eggert
Dr. Schulze
Joerus

(Translator's Note: Stamp:
Secretariat Dr. Gajewski
Rec'd 25 November 1940
Reply: 75915

Absent: Dr. Hofmann

(Page 10 of original)

9.) Joerus pointed out that there is a possibility of sending certain elements which are unwilling to work to an educational camp (Schulungslager) for a certain time. The department chiefs may make suggestions.

(Page 11 of original)

Wolfen. 22 November 1940
Dr. Sch/M

Signed: Dr. Schulze.

TRANSLATION OF EXCERPTS FROM DOCUMENT
NO. EL-13548
Cont'd

(Page 12 of original)

No. 405.

(Translator's Note: Stamp:
Secretariat Dr. Gajewski
Rec'd: 3 January 1941
Reply: 7677
(Initial) G (For Gajewski)

MINUTES
of the Management Conference on 23 December 1940.

Strictly Confidential!

Present: Dr. Gajewski
Dr. Kleine
Dr. Miller
Dir. Riese
Dr. Espelmann
Dr. Mediger
Dr. Hofmann
Dr. Schulze
Joeres

Absent: Grahl
Prof. Egert

.....
(Page 13 of original)

.....
8.) A member of the staff who was arrested some time ago for offences
against working discipline was in a so-called education camp
(Schulungslager) for a long time and is now again employed by us.
.....

(Page 14 of original)

.....
Wolfen, 27 December 1940

Signed: Dr. Schulze

Dr. Sch/M
.....

(Page 15 of original)

No. 402.

(Translator's Note: Stamp:
Secretariat Dr. Gajewski
Rec'd: 13 February 1941
Reply: 77678
(Initial) G (for Gajewski)

TRANSLATION OF EXCERPTS FROM DOCUMENT
NO. WL-13548
Cont'd

MINUTES Strictly Confidential
of the Management Conference on 10 February 1941.

Present: Dr. Kleins
Dr. Miller
Dir. Biess
Dr. Esselmann
Dr. Hoffmann
Grahf
Prof. Eggert
Dr. Mertelsmann
Joeres

Absent: Dr. Gajewski
Dr. Mediger
Dr. Schulze

.....
(Page 15 of original)

.....
6.) A man from the rayon factory was taken into protective custody
because he refused to work.

.....
(Page 16 of original)

.....
Wolfen, 11 February 1941

Signed: Dr. Mertelsmann

Dr. Mtn/M.

CERTIFICATE OF TRANSLATION

I, DOROTHEA L. GALEWSKI, ETO NO. 34079, hereby certify that I am
thoroughly conversant with the English and German languages; and
that the above is a true and correct translation of Document No.
WL-13548.

DOROTHEA L. GALEWSKI
ETO NO. 34079

END

Case 6
up. Dist. 1
2

Ex 1969

TRANSLATION OF DOCUMENT NO. NI-4939
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

1
Dispatching Department (Stamp) Received on: Forwarded on:
Minutes Fee RM
Chief of Personnel Office, Berlin
Cost-office Interoffice phone 425 Telegram/Teletype
... 72 451
Remarks for dispatching
To Teletype Central Office Check one red. by underlining.
To be forwarded to SED - very urgent
Dr. RHEINLAENDER Important! In order to save
Fees, may the delivery of the
telegram/teletype be delayed
until 8 a.m.?
yes no
Telegram-address: Goeringstahl
Watenstedt
Teletype No.
Telephone No.

Dr. KRUEGER leaves to-morrow evening for Rotterdam
for the purpose of conscription for work of the Thousand
Dutch convicts for Watenstedt. As future accommodation
not yet ascertained clarification is necessary.

J O E R S.

handwritten: to be send as telegram.

Via Sender Plant-/Dept. Chief Teletype Central Office
No dispatch without signature. Use reverse-side.

CERTIFICATE OF TRANSLATION

30 June 1947

I, Robert Hofmann, Civ.No. 36 130, hereby certify that
I am thoroughly conversant with the English and German
languages and that the above is a true and correct
translation of Document No. NI-4939

Robert HOFMANN
Civ.No. 36 130.

Confidential

(Handwritten Note: To be filed)

FILE NOTE

Visit of 15 July 1938 in the RLM (Air Ministry) Dr. Jungk.

Present: Mr. Dappe of LLW, Rackwitz
" Bothmann of Alton
" Keiner
" Mueller

Dr. Jungk had asked us to a conference in order to inform us on the allocation of orders of semifinished articles of Igebur and Hydroalium on the part of the Airplane industry.

1. Igebur - allocation (tubing, rods, sheets, bands, wire for riveting)

| Firm | Monthly quantity |
|------------------|------------------|
| B.F.V. | 34 tons |
| Heinkel, Rostock | 13 tons |
| Junkers | 59 tons |
| | 87 tons |

of which about 75% would be rolled, the rest pressed semi-finished material; that is about 66 tons plate metal about 21 tons pressed semi-finished.

2. Hydroalium.

The supplies required by the airplane factories have been allocated to us 100% with the exception of

| | |
|------------------------------|---------------------|
| Elchem & Voss | 90% balance VIM |
| Arado | 90% " Dueren |
| Heinkel, Rostock/Oranienburg | 90% " Kirsch-Kopfer |

Questioned regarding Elektron metal Dr. Jungk replied, that the supply of Elektronmetal has been assigned to us with the exception of a small quantity of rods to be delivered.

Dr. Jungk handed over to us confidentially the survey attached to this note, showing the number of engines to be built by the firms B.F.V. Heinkel and Junkers in the years 1938, 1939 and 1940 and to which the quantities of semi-finished material to be delivered by us will be apportioned.

We will be informed by Herr Huettnar by about the middle of this week, which quantities and which kind of semi-finished material will be required for the individual engines. The total requirement of Dural for the German airplane industry is about 1300 tons per month.

Bitterfeld, 18 July 1938

Elektron Metal Department

Distribution list

Mr. Dappe, LLW
" Fiedler
Dr. Ostermann
Mr. Keiner
Files.

CERTIFICATE OF TRANSLATION

I, EMIL RASKINER, STC NO. 20076, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. SI-14569.

EMIL RASKINER

Number of machines for

| | 1938 | | | 1939 | | | | | | | | | | | | 1940 | | |
|----------------|------|-----|-----|------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|------|-----|-----|
| | 10 | 11 | 12 | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 1 | 2 | 3 |
| <u>H.F.W.</u> | | | | | | | | | | | | | | | | | | |
| HF 110 C | 6 | 10 | 15 | 21 | 23 | 25 | 25 | 25 | 26 | 26 | 26 | 26 | 26 | 26 | 26 | 26 | 26 | 26 |
| HF 109 E | 14 | 14 | 17 | 20 | 22 | 23 | 23 | 23 | 21 | 20 | 20 | 20 | 20 | 20 | 20 | 20 | 20 | 20 |
| HF 106 | 21 | 21 | 21 | 21 | 21 | 21 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 |
| <u>Heinkel</u> | | | | | | | | | | | | | | | | | | |
| He 111 P | 18 | 18 | 18 | 16 | 16 | 16 | 16 | 16 | 20 | 20 | 20 | 20 | 20 | 20 | 18 | 16 | 16 | 10 |
| He 111 D | 2 | 2 | 2 | 4 | 4 | 4 | 4 | 4 | | | | | | | | | | |
| <u>Junkers</u> | | | | | | | | | | | | | | | | | | |
| Ju 87 B | 26 | 22 | 22 | 25 | 25 | 25 | 20 | 15 | 15 | 15 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 |
| Ju 88 | | 1 | 1 | 2 | 3 | 4 | 5 | 8 | 12 | 16 | 20 | 25 | 30 | 35 | 40 | 40 | 40 | 40 |
| Ju 52 | 35 | 33 | 42 | 46 | 50 | 51 | 50 | 50 | 50 | 50 | 50 | 50 | 50 | 50 | 45 | 35 | 46 | 45 |
| | 121 | 126 | 138 | 166 | 165 | 169 | 153 | 151 | 153 | 157 | 156 | 161 | 166 | 171 | 167 | 167 | 166 | 161 |

51 - 2 -

Ritterfeld, 17.7.38

Case 6
sep 8 1971
46

TRANSLATION OF EXCERPTS OF DOCUMENT
NO. NI-8074
OFFICE OF CHIEF OF COUNSEL FOR WAR
CRIMES

Vol. #1971

Minutes

of the 29th Vorstand meeting on 9 January
1942, 9:30 A.M., in Frankfurt a.M.,
Grüneburgplatz.

Present all members of the Vorstand except
Messrs. Mann and Oster who are excused
because of illness.

(page 5 of the original)

5) Purchase of Metal Plant Karl Mischler G.m.b.H., Leipzig.

The purchase of the metal plant Karl Mischler G.m.b.H., proposed
by Faber-Andreas, for a purchase price of up to RM 12,8 Mill is
approved.

In connection with the discussion of this purchase the question
is discussed whether it might not be advisable in case of farther
investments in the light metals field to associate with another
well financed and technically highly developed partner.

(page 6 of the original)

In the following Buerger states that duraluminium which has
dominated the market for more than 40 years will now, upon orders
of Fieldmarshall Milch, be replaced in airplane construction by
Hy 43-alloy (Al-Mg-Zn) which has been developed by I.G. and the
German Experimental Institute for Aeronautics. Thus, a goal has been
reached which had been followed in 4 years of work.

(page 9 of the original)

(Signed) R. Schmitz Brueggemann

CERTIFICATE OF TRANSLATION

I, Edward J. Stevens, US Civilian, ACO No. D-428172, hereby
certify that I am thoroughly conversant with the English and the
German languages and that the above is a true and correct trans-
lation of excerpts of document No. NI-8074.

EDWARD J. STEVENS
U.S. Civilian
ACO No. D-428172

Case 6
sp. 6

TRANSLATION OF DOCUMENT No. NL-6710 F
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

(Stationary head)
ADOLF HITLER

Berlin, 20 December 1938

Exh. # 1972

Subsequent to report by the Chief of the Chancery
of the Fuehrer of the NSDAP, I order with regard to your
recommendation received by way of reprieve that

Dr. Heinrich Postelisch
Lerna b. Morsburg

may be a member of the NSDAP without limitation of
membership rights in spite of previous membership in an
(Free Masons) lodge.

(Handwritten signature): Adolf Hitler

To the
Dep. Collector TROCKE
Halle/Scale

CERTIFICATE OF TRANSLATION

I, WALTER T. SCHONFELD, ETO No. 34433, hereby certify that I am
thoroughly conversant with the English and German languages, and that
the above is a true and correct translation of Document No. NL-6710 F

14 November 1947

WALTER T. SCHONFELD
ETO No. 34433
U. S. War Department

(E N D)

Case 6
ref 8

TRANSLATION OF EXCERPTS OF DOCUMENT No. HI-6710-G
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

Exh. # 1973

The Reich Fuehrer SS
SS-Personnel Main Office
Ls. S. v. L. / Str.

Berlin, 18 October 1941.

ASSIGNMENT (Personalverfuegung)

The SS Major (Sturmabfuhrer)

Dr. Buettelisch Heinrich SS No. 251 272
has been released from his assignment as Leader (Fuehrer) with the
Staff of the Personnel Main Office effective as of 1 November 1941
and appointed Leader (Fuehrer) with the Staff of the SS-Main Office.

The Chief of the Personnel Main
Office

Certified True Copy

Y. Koenig
SS - Captain

signed Schmitt
SS-Lt. General (Gruppenfuhrer)
and
Lt General of the Waffen SS

CERTIFICATE OF TRANSLATION

I, WALTER T. SCHOUFELD, ETO #34433, hereby certify that I am
thoroughly conversant with the English and German languages; and that
the above is a true and correct translation of excerpts of Document
No. HI-6710-G.

15 November 1947.

WALTER T. SCHOUFELD,
ETO #34433.

E N D

case 6
sup 6
y
g

TRANSLATION OF DOCUMENT NO. NI-8106
OFFICE OF CHIEF OF COUNSEL
FOR WAR CRIMES

Fritz Kraefuss

Stamp: Personal Staff 1755
Registry
File No. secret/45

Exh + 1974

Berlin O 2, 21 April 1943
Schinkelplatz 1,
K2/K1.

To

Reichsfuehrer SS Heinrich Himmler

Berlin/SW 11.

Prinz-Albrecht-Strasse 8.

(Shorthand notes: Reported briefly to the RF, Oberfuehrer Kraefuss may have talked about it to the RF himself. 13 May 43 Br.)

Reichsfuehrer,

When I visited you in Berchtesgaden late in March, you spoke to me of the reasons for your absence from the meetings of the Circle of Friends during the past two years and you said that you would come again at a time suitable from the point of view of political and military conditions. Your reasoning seemed so clear and convincing that I decided not to express to you the deep regret of the members of the Circle of Friends to have seen you in this group so rarely of late. Nor did I realize at the time how soon I would be obliged to ask your advice in the following matter:

The Circle of Friends numbers 44 gentlemen at present. The latest meeting took place on 14 April. On this occasion, due to the helpful proposal and offer of SS-Standartenfuehrer Biewers, SS-Hauptsturmfuehrer Jankuhn delivered a lecture on "The Conquest of England by the Normans as depicted in the Bayeux Tapestry", which was received exceptionally well and found hearty approval. After first accepting, the following excused themselves the day before

(Page 2 of the original)

and the day of the program

because of pressing official business:

SS-Obergruppenfuhrer Pohl, SS-Brigadefuhrer Dr. Heyler, SS-Brigadefuhrer Ohlendorf and SS-Oberfuhrer Dr. Naumann after SS-Gruppenfuhrer Roessner, SS-Brigadefuhrer Dr. Schieber and SS-Sturmbannfuhrer Dr. Schaefer had just informed us that they would not attend. Thus almost all these members of the Circle of Friends were absent whom I consider, so to speak, as the inner circle of the SS itself and, I think, justly so.

As I have had to report to you on earlier occasions, the conduct of individual members of the Circle of Friends in regard to invitations of the AFSS in my opinion leaves much to be desired. In the past years I have always represented the principle that nothing less than an invitation or an order by the Fuhrer himself could be an adequate reason for not accepting an invitation of the AFSS. I have never consciously been narrow minded in handling excuses, and have refrained from any comments, especially in the presence of those gentlemen, who I knew were honestly and cheerfully making every effort to attend all our meetings. As an example, I can report to you that of 38 invitations, the following gentlemen excused themselves:

| | | | |
|-----------------|----|-----------------|----|
| Bingel | 8 | Professor Meyer | 7 |
| Graf Bismarck | 3 | Olecher | 7 |
| Blessing | 8 | Dr. Raechle | 5 |
| Ritter von Helt | 6 | Reinhart | 12 |
| Dr. Heyler | 6 | Dr. Schmidt | 7 |
| Becker | 5 | Freiherr von | |
| Eppeler | 4 | Schroeder | 5 |
| Lindemann | 13 | Wildhecker | 4 |

of 36 invitations:

SS-Gruppenfuhrer Roessner 11,

of 34 invitations:

SS-Brigadefuhrer Dr. Behrende 3
SS-Oberfuhrer Dr. Naumann 4,

of 26 invitations:

SS-Brigadefuhrer Ohlendorf 5,

of 9 invitations:

| | |
|---------------------------------|----|
| SS-Brigadefuhrer Dr. Fischboeck | 1 |
| SS-Brigadefuhrer Dr. Schieber | 4 |
| SS-Oberfuhrer Kehrle | 3 |
| SS-Oberfuhrer Dr. Wuest | 3 |
| SS-Sturmbannfuhrer Dr. Schaefer | 3. |

These figures may be considered quite satisfactory, especially in view of war conditions, and in consideration of cases like those of Dr. Schmidt I and Baron von Schneider, for example, who made the trip to Berlin for the sole purpose of attending these meetings.

As clearly unsatisfactory I consider the following cases:
of 33 invitations:

| | |
|--|-------------|
| SS-Brigadefuehrer Boerger | 33 absences |
| Statsekretar Klammann | 31 " |
| SS-Brigadefuehrer Dr. Kurt Schmitt | 26 " |
| SS-Standartenfuehrer Dr. Voss | 26 " |
| SS-Obersturmfuehrer Wals (Robert Bosch) | 25 " |

Without any loss whatever to the Circle of Friends, in my opinion, the participation of these gentlemen can be dispensed with, because their lack of interest in our meetings is in complete agreement with their attitude in other matters and problems. To be sure, I should regret the elimination of SS-Brigadefuehrer Boerger, even though I agree with your opinion of him unreservedly. Unpleasant discussions, in the course of which I noted the absence of any understanding whatever and heard only more or less threadbare excuses, I have had only with Dr. Kurt Schmitt and Herr Wals.

At the latest meeting and, as I have mentioned, the excellent lecture of SS-Hauptsturmbannfuehrer Junkahn, the regrettable situation resulted of only 21 gentlemen attending the lecture. I have unfortunately had to refrain from calling attention to the fact verbally or by means of a circular that such conduct on the part of many gentlemen would sooner or later break the Circle, i.e. make meetings impossible, for as I have stated above, the SS-leaders excused themselves in great numbers in the last hours and thus set a poor example.

If now, according to your recent explanations, Reichsfuehrer, I cannot count on your own participation in the gatherings of the Circle of Friends, I must consider it my duty even more to hold the Circle

firmly together. I cannot tolerate that various gentlemen, as for example Herr R o s e n b e r g and others, excuse themselves, giving as their reason that the Reichsfuehrer SS would probably also not be there. We must rather act on the principle that an invitation from the Reichsfuehrer SS must be considered as a special distinction and can for this reason only be accepted, regardless of whether or not the Reichsfuehrer SS will be present personally. If I do not express this principle clearly, i.e. if I do not enforce it, there is a danger that the invitations of the Reichsfuehrer SS will not continue to be valued sufficiently or that I am forced to become a policeman and thus feel constantly obliged to call this or that gentlemen to task. The latter danger already exists frequently and I am glad that, except in the case of Schmitt and Wels, I have been able to avoid serious discussions.

It is my opinion that the problem described above will be solved satisfactorily in the near future in the following manner:

I emphatically request the presence at the monthly meetings of Main-Office-SS-Leaders and those who like SS-Brigadefuehrer Dr. Bayler, belong to the inner Circle.

You authorize or empower me to consider the opinion described above as in agreement with your ideas.

Messrs. Kleinmann, Schmitt, Voss and Wels as well as Breryer-- if you agree--will not be invited in the future. This will be done quietly without any further mention and without attracting any attention. In case a justification should prove necessary or desirable it will be indicated that the frequent excuses had necessarily led to the conclusion that there was no special interest.

In order not to make this discrimination too obvious, the Circle of Grienke will not meet during the next 3 to 4 months and will

TRANSLATION OF DOCUMENT NO. HI-8106
CONTINUED

be resumed only in September. No written explanation will be given. If upon inquiry a verbal explanation is necessary the high number of excuses from the latest meetings and affairs will be mentioned. I am firmly convinced that this news will spread quickly, and we will need no further discussions of this delicate subject when the meetings are resumed in autumn. If the gentlemen mentioned are not invited, the others will certainly draw the correct conclusions.

I do not know if you, Reichsfuehrer, agree with this opinion, which I submit to you after careful deliberation. In any case, I should appreciate your advice and your directions, since I should like to do all I can to overcome this situation skillfully.

With many kind regards and Heil Hitler, I am as ever

Your devoted

(signature) Krenzmann

(Shorthand notes:)
unless he will come to Berlin

CERTIFICATE OF TRANSLATION

I, Louise Stabing, Civilian No. X-018162, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document No. HI-8106.

Louise STUBING
X-018162

Case 6
up to 1975

TRANSLATION OF DOCUMENT No. NI-14519
OFFICE OF CHIEF OF COUNCIL FOR JAGS

666 + 1975

(Rubber Stamp:)

Personal Staff Reichsfuehrer SS

Documentation

File No. AR / 45

NOTE

I spoke on the phone with SS-Oberfuehrer KRUMHOLTZ and have told him that the Reich Fuehrer SS does not desire comprehensive basic lectures but rather touch on so-called high lights from the individual fields of work, e.g., on the combating of partisans, on the deployment of SS-Oberfuehrer DILLINGER in the Crimea which with short activity reports and episodes surely would prove as interesting as abstract general lectures.

(signed) Illegible

SS-Obersturmfuehrer

No/9
1.7.42

CERTIFICATE OF TRANSLATION

I, WALTER T. SCHONFELD, ETO No. 34433, hereby certify that I am thoroughly conversant with the English and German languages, and that the above is a true and correct translation of the Document No. NI-14519.

5 March 1948

WALTER T. SCHONFELD
ETO No. 34433
U. S. War Department

(E N D)

Case 6
sep. 1976
ec

Exh. # 1976

AFFIDAVIT

I, Dr. Heinrich BUSTEFISCH, Palace of Justice, Nurnberg, having been duly advised that I should render myself liable to punishment by making false statements, herewith depose the following on oath, voluntarily and without coercion:

In 1939, at the invitation of KEPPLER, the Fuehrer's Commissioner for Economy and of SS-Fuehrer KRANZFELD, I joined the Circle of Himmler's Friends or the Circle of the Friends of the Reichsfuehrer SS, or the Keppler-Circle as it was also called. I now assume that this invitation was given with the express consent of the Reichsfuehrer SS.

My membership of the Circle of Himmler's Friends established my standing in the eyes of the SS authorities in Berlin. It gave me access to the high-ranking SS-Fuehrers.

KRAUCH and SCHULTZ approved of my joining the Circle of Friends.

I joined the SS in 1939 and was immediately appointed SS Obersturmfuehrer. In 1941 I was promoted SS Sturmbannfuehrer and in 1943, Obersturmbannfuehrer, despite the fact that I had never served in the Armed Forces.

I am now of the opinion that I owe my invitation to join the Circle of Friends and my promotions in the SS solely to the fact that the SS intended in this way to create ever closer ties between itself and I. G.

(page 2 of original)

When the Krauch Office for Industrial Development decided at the end of 1940 that another Buna factory was to be built, I. G. circles had no doubt but that I. G. would be entrusted with the execution of the project, for I. G. always considered Buna as its monopoly and did not want any rivals. Auschwitz having been chosen as the site for the factory, it was apparent that the SS could have sabotaged the building of the plant, as a considerable number of the necessary workmen were concentration camp inmates who could be made available only by the SS.

I have carefully read the two pages of this affidavit and have countersigned them with my own hand, I have made the necessary corrections in my own handwriting and have countersigned them with my initials and I herewith declare on oath that, to the best of my knowledge and belief, I have stated the absolute truth in this affidavit.

Signature: Heinrich Bustefisch
Dr. HEINRICH BUSTEFISCH

Saw to and signed before me this 17th day of April 1947 at Nurnberg, Justizpalast, by Dr. Heinrich Bustefisch, known to me to be the person making the above affidavit.

Signature: Cltc Heilbrunn
DR. CTT HEILBRUNN
Civilian AGC 30140
Office of Chief of Counsel
for War Crimes
US War Department

CERTIFICATE OF TRANSLATION
OF DOCUMENT No. NI-6233

23 July 1947

I, BERYL C. BESWICK, D 42 74 59, herewith certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of the document no. NI-6233.

BERYL C. BESWICK
D 42 74 59

Exh. # 1977

Excerpts

from 5 books entitled

"25 Years Lenin-Works"

(Page 3 of original)

(Remarks: The following are excerpts from the 5 books "25 Years Lenin-Works" mentioned in the affidavit before.)

(Page 2 of original)

FIRST PART
1915-1916

25 Years Leunawerke

(Trans. Note: Stamp: IG Farbenindustrie A.G.
CARL TR. ARSIVAS
Frankfurt/-Griesheim,
Autogenstr. 23.)

B U R V E Y

L e u n a

25 years in the fight for Germany's freedom.

| | | |
|------------------|--|---------|
| Preface | | I-III |
| List of Contents | | IV-XI |
| First Part | 1915-1916 Leunawerke come into existence during the World War | 1-43 |
| Second Part | 1919-1926 Leuna becomes the world's greatest nitrogen plant | 49-103 |
| Third Part | 1926-1932 Prepares the way for new tech- niques - in spite of world economic crisis | 104-156 |
| Fourth Part | 1933 - the outbreak of war Champion of economic freedom | 157-224 |
| Fifth Part | Leuna in the war | |
| | (Page 3 of original) | |
| Page II. | | |
| | | |

Frequently the history of a plant is just a family history. Sometimes it is the history of part of a town or of a district. The history of the Leunawerke however is one that is most closely connected with the most fateful years of our German fatherland. Our plant came into existence during the world war. It was created on the orders of the fighting army in order to secure possibilities for defence and a margin for food supplies for the German people at the same time. It has proved its worth even in times of collapse and has helped to pull up the defeated Germany. It has had a part in ensuring the resurrection of the German people from a military point of view.

Contents of First Part

1915-1916

The Leunawerke came into existence during the World War.

First Plans - from Ruine to battle 1-13

Crucially important plant for munitions and food -
endangered by air raids. 1-2Lesca's trip to the Saale River, geological
history of Leun, advantages of the site. 3-4Order of the Supreme Command of the Army,
negotiations and fixing of the plans. 4-5The country on the Saale River, character of
district and inhabitants, origin of the coal,
historical past. 3-17

(Page 4 of original)

wartime building in the Merseburg district. 13-20

Building starts, behaviour of the population
of Merseburg. 14-15Transportation and weather conditions make
building more difficult. 15-17Appointment of a special Commissioner
(now issuer). 18

Difficulties of procuring materials. 19

Achievements of the responsible men Dammel-
Krause. 20

Production starts; special measures : 20-31

The plant starts operating. 20-21

The firing up. 21-23

Origin of the workers. 23-25

Billing and care of the workers. 25-28

Special events during the early period of
munitions production. 26-31

Page V :

Two earlier events; reversed. 1-30

Several enlargements of the program, three
steps for development. 31-34

Battle for the working speed. 34-35

Failure of power supply. 35-36

| | |
|--|-------|
| Dangerous removal of assets | 37 |
| Lack of trained workers and poor quality of machine oil. | 38 |
| Success achieved in spite of everything. | 39-40 |
| Increasing production. | 39 |
| Costs supplies covered by own mines | 40 |
| Greatest production at the end of the war | 40 |
| The secret of this achievement. | 41-43 |
| Barrack Town and settlement Leuna. | 43-4 |
| Further expansion of welfare installations. | 43-45 |
| Barrack Town and residential area Leuna. | 45-48 |
| The end of the war and the consequences for Leuna. | 47-4 |

Page 5 (Page 5 of original)

An order of the Supreme Command of the Army, in autumn 1918 the Supreme Command of the Army made increased demands on the production of munitions. The Minister of War called the experts together in order to clarify the situation with regard to raw materials for the new powder production program. It was necessary to increase ammonia production as rapidly as possible.

Page 61

The question arose as to whether new installations should be built for this purpose in Oppau or somewhere else. The experts decided on Oppau because there the construction could be carried out most rapidly. A decision to this effect was made. Two hours later the expert on chemical questions in the Ministry of War, Lieutenant of the Reserve, Schmidt, after consulting his superior, the chief of the War Raw Materials Department, by telephone, had reversed this decision again. He caused the transfer of the extension construction to General Germany because of the danger of air-raids on Oppau. It stood up against a definite decision and against the opinion of all the important experts required a particularly great sense of responsibility. It was only possible to assert this point of view successfully thanks to a special power of conviction and talent for negotiating. The lieutenant and expert who was unknown at that time was not an ordinary person either. He was the present responsible chief of IG Farbenindustrie, Geheimrat Schmidt.

The negotiations between the Badischen Anilin- & Soda-Fabrik and the War Raw Materials Department still dragged on for months. In the meantime Bosch called together his

technicians in Ludwigshafen and ordered them to draw up plans for a smaller plant on the lines of the Oppau factory installations, but making provision for the use of steam engines instead of gas engines and lignite instead of Ruhr coal. He said that it was not yet certain where the plant was to be constructed. In the meantime other suggestions had been made by various parties. Some tried to influence the War Raw Materials Department towards Bitterfeld, because it was planned to process

(Page 6 of original)

the ammonia into nitric acid there later on. The others suggested the Elbe district as being particularly suitable because there is more water in the Elbe than in the Saale. The Bitterfeld proposal did not succeed because the River Mulde was unsuitable for the discharge of waste; the Elbe proposal was rejected because it was not possible to obtain coal fields in the vicinity. Finally Bosch's original plan went through after all, particularly since the amount of water in the Saale was considered ample and it was possible to acquire lignite mines in the Geisel Valley.

Page 6

Now in order to succeed in having all the necessary official permits issued at once, Bosch and Rittmeister Busc had the daring idea

Page 7 :

of arranging for a meeting of all the authorities concerned. All the military and civil agencies, the various ministries in Berlin, the railway management board in Halle, the government in Merseburg and the various construction, water construction and other authorities in question were to send representatives to this meeting of the authorities, and these representatives were to be definitely authorized to make independent decisions. In this way pages of written applications and weeks of verbal negotiations were to be saved. The notice of the invitation was given as late as possible; it was only given eight days in advance. The meeting was to take place in the building of the Regierungspraesident in Merseburg.

Page 20

Now that the time for starting production in the plant was near, Dr. Krauch was transferred from Ludwigshafen to Merseburg by Bosch in order to assist the works-management further. His special orders were to make every effort to look after the actual starting of operations and to overcome the difficulties which were to be expected in this respect. At that time Karl Krauch had already worked in Ludwigshafen for four years and had already proved his worth so well as works chemist during the starting of production in new installations in Oppau that Bosch remarked about him : "That is a man with guts !"

(Page 7 of original)

At the outbreak of war he joined the Army and fought on the Flanders front until he was recalled to the works in 1915. During the last two years Krauch had gained special knowledge about sulphur purification and about carbon monoxide purification of the synthesis gases.

Page 31

In the summer of 1916 the battle of attrition before Verdun led to the battle of material superiority on the Somme.

Page 32

There was a lack of munitions along the entire front at that time. When Hindenburg and Ludendorff took over the Supreme Command of the Army in the autumn of 1916 they were faced with a difficult supply situation. One of the first measures was the establishment of the Hindenburg Program which mobilized the last labor and raw material reserves of the German economy. The production scheduled for Leuna was increased to 130 000 tons nitrogen per year as part of this program. This was the so-called second expansion step.

On 10 December 1917 the Chief of the General Staff of the Army in the Field, General Ludendorff, wrote to the Under Secretary of State of the Reich Treasury that he considered an increase of the Ammoniakwerke M. r. s. b. g.'s production by 70 000 tons per year to be urgently required in order to ensure that the nitrogen requirements of agriculture could be covered as well as those of the powder program. On 17 May Ludendorff wrote once again:

"Half of the present nitrogen production of 25 000 tons * per month is required for military purposes
the other half

* this is the total production of nitrogen in Germany

Page 33

(Page 8 of original)

"is not sufficient to cover agricultural requirements
and will still be insufficient even if the increase
in production by 6 000 tons per month which could be
reached by the end of the year is really achieved
completely. . . .

"I consider that it is our urgent duty to start
increasing production by at least 6 000 tons nitrogen
per month".

On 6 June 1918 the Office for the Procurement of Arms and Munitions telegraphed Ludwigshafen : "Ammoniakwerk Marseburg must be expanded as quickly as possible. Invite to meeting Ammoniakwerk Tuesday 11 June." At this meeting it was decided to start expanding the ammonia production plant by 70 000 tons pure nitrogen per year without delay. To the satisfaction of all those present it was found that coal supplies for this increase in production were assured through the expansion of the firm's own coal mines.

.....

Page 40

.....

At this time the plant already produced more ammonia than all carbonisation plants and gas works together. The prophecy made in 1916 during the construction had come true. At that time the War Office said the following to justify the appointment of the Commissioner for Marseburg : "When the factory at present being built in Marseburg has started producing, it will be the most important link for Germany's nitrogen supplies, for munitions as well as for agriculture." In spite of the dreadful collapse which took place all over Germany during that month, the Leunawerke were still able to maintain a higher production in November 1918 than in the middle of the year.

Shortly after the World War a Swedish professor said : "Without the German chemists no general in the world, however great, could have protected the country against the tremendous pressure from outside." In this way he wanted to express that in the world war Germany would have been the battle-field on which hostile armies from all sides would have met, had German technical ability not been able to make gunpowder and fuel literally out of air. The Leunawerk had an outstanding part in this success.

(Page 9 of original)

SECOND PART

1919 - 1926

(Stamp:)

* I.G. Farbenindustrie A.G. *
Central-Archives
Pfm.-Griesheim, Autostr. 28

Contents

of the second part 1919 - 1926

Leuna becomes the world's greatest nitrogen plant.

| | |
|---|---------|
| Expansion under the most difficult post-war conditions | 48 - 50 |
| Nitrogen fertilizer recognized as victor over hunger | 49 - 50 |
| Expansion construction finished. Sulphate of ammonia factory starts operating. Advantages of tysons process. | 50 - 52 |
| The achievements of the first three years after the war. Production figures. Construction | 52 - 53 |
| Difficulties that were overcome: Technical troubles of the sulphate factory. Failure of steam boilers because of rivet hole cracks. | 53 - 55 |
| Political disorders and their effects | 56 - 71 |
| The various loss control: Work becomes more difficult because of political excitement. Lack of discipline | 56 - 62 |
| Feeling of responsibility of old-established workers (Stammarbeiter) | 62 - 63 |
| Open battle, Raster Revolution 1921 | 63 - 69 |
| New beginning, principles of re-employment, piece work | 69 |
| Achievements after re-establishment of peace and order. Production figures, reduction of costs. | 70 - 71 |

(page 10 of original)

| | |
|---|---------|
| Improvements in the plant: | 71 - 80 |
| Complete gasification | 72 |
| Re-use of the water after elimination of carbonic dioxide | 73 - 74 |
| Savings in materials and power in production of hydrogen | 75 - 75 |

(page 10 of original, cont'd.)

| | |
|---|-----------|
| Increased sales of ammonia | 75 - 77 |
| Increased efficiency of the sulphate factory | 77 |
| Increased production of power | 78 - 80 |
| Capacity achieved and economic significance: | 80 - 84 |
| Production figures until 1928, prices for sulphate of ammonia reduced, importance of nitrogen fertilizers | 80 - 82 |
| Financial effects of nitrogen price policy on agriculture | 82 - 83 |
| Germany exports nitrogen. Lanza furnishes foreign currency | 83 - 84 |
| Progress in social matters: | 84 - 93 |
| Work protection, accident prevention, respiratory protection, safety regulations | 84 - 87 |
| Health services, bathhouse (Forest Hotel) Ta-bach-Bathhouse, protective work clothing, baths | 87 - 90 |
| Occupational training, apprentices' school, lectures by scientists, training of replacements | 90 - 91 |
| Care of old people | 92 - 93 |
| Life in the Lanza Colony: | 93 - 96 |
| Special purpose Association (Zweckverband), the sports club | 93 - 94 |
| Cultural community life, club life, sports field, gymnasium | 94 - 96 |
| New plants: | 96 - 102 |
| Combustion flying vessels and others | 96 - 97 |
| Production of sulphur | 97 - 98 |
| Methanol synthesis | 98 - 101 |
| Isobutyl oil synthesis started | 101 - 102 |
| New legal form: | 102 - 103 |
| Subsidiary of Industriehafen, participation of the other I.G. firms, independent GmbH. | |

(Page 11 of the original)

Page 83

.....

Nearly half of the foreign currency which was furnished by the export of German nitrogen was Leuna's contribution. The income from nitrogen exports was a clear profit of foreign exchange for the German economy, because practically no foreign raw materials were required for the production of this nitrogen. In any case this applied to the nitrogen fertilizers supplied by Leuna. When in the years 1926 - 1929 the export of ammonium sulphate alone brought in more than 100 million Marks in foreign currency, this fact aroused considerable attention all over the world.

Page 84

It was calculated that in this case one factory obtained more foreign currency than some entire branches of industry, more, for instance, than the whole precision mechanic industry, more than the toy industry, nearly twice as much as the shipyards, the automobile industry, the watch and clock-making industry and the potassium industry. Just at that time the usefulness of German reparations was being discussed publicly in England and France. During this discussion it was said that "we would prefer just one single Leuna factory to all the goods delivered as reparations".

Page 102

.....

Leuna's tenacity in carrying on with the work on the synthesis of the higher alcohols at the same time as with the improvement of methanol synthesis was worth it. The effects of this new synthesis cannot yet be judged at all to-day. They extend to the farthest fields of chemistry. At a later time it will have to be established exactly how much this particular synthesis contributed to the realization of the Four Year Plan and helped to overcome the British blockade.

(Page 12 of original)

THIRD PART

1926 - 1932

Contents of the
Third Part
1926 - 1932

Prepares the way for new techniques -
in spite of world economic crisis.

| | |
|--|---------|
| Previous history of hydrogenation and the hydrogenation plant of Leuna. | 104-114 |
| Bosch's intention of making Leuna the nitadel (Hochburg) of technology, and reasons for this. | 104-106 |
| Application of high-pressure methods to new spheres; first experiments on the synthesis of hydrocarbons. | 106-108 |
| Large-scale experimental plant for the production of gasoline; attack on the world power oil. | 108-110 |
| Three facts as reason for location of hydrogenation in Leuna. | 110-112 |
| Ahead of its time: risk and criticism. | 112-114 |
| Building operations in the winter of 1926/27 and their social effects. | 114-122 |
| Mysterious haste-historic compulsion | 114-117 |
| Unequalled building operations, procurement and housing of the workers. | 117-119 |
| Expansion of living quarters and settlements, recreation centre. | 119-121 |
| Worker savings fund and annual bonus. | 121-122 |
| Development of gas and power production | 122-126 |
| The problem of utilizing coal better. | 123-123 |
| Principles of Winkler lignite gasification | 123-126 |
| Winkler experimental generators | 125-126 |
| Lignite drying installation | 126 |

(Page 13 of original)

| | |
|---|---------|
| New fertilizer salt plants. | 126-130 |
| Scientific fertilizing experiments, problem of soil acidizing, sale of Leuna lime. | 126-128 |
| Combustion of ammonia under pressure to produce nitric acid | 128-130 |
| The first saltpeter fertilizer salts | 130 |
| Peak and decrease of nitrogen production | 131-135 |
| Success of publicity of Nitrogen Syndicate, Record production; end of 1928. | 131-132 |
| Conversion of the ammonia factory to circulation without water | 132-133 |
| Washing out of carbon dioxide with ammonia water without pressure. | 133-134 |
| Development of production of nitrate | 134-135 |
| Fight to master hydrogenation. | 135-141 |
| Survey of buildings | 135 |
| Damage to furnaces (Ofenleichen) and consequences | 136-138 |
| Hydrogenation of tar and gas oil | 138 |
| Processing of residues. | 138-139 |
| New criticism; Bosch defends hydrogenation; Furbach all to the rescue; low temperature carbonization experiments in Leuna | 139-141 |

| | |
|--|---------|
| Secondary tasks of hydrogenation: | 141-144 |
| Production of phenol: | 141-142 |
| Rich gases (Reichgase) as motor fuel for the Zeppelin: | 142-143 |
| Use of gas and sale of gas in cylinders | 142-144 |
| World economic crisis sets in: | 144-145 |
| Enormous expansion of ammonia synthesis outside Germany | 144-145 |
| Decrease in production: building stops. | 145-147 |
| Decrease in staff; five-day week | 147-148 |
| Effects of crisis on hydrogenation | 148-149 |
| Closing-down considered | 149-150 |
| Success at the last moment: | 150-151 |
| Hydrogenation of coal succeeds. | 151-152 |
| Various hydrogenation successes; new contacts. | 152-153 |
| Successes with methanol and isobutyl oil: New process for the production of amines | 153 |
| The journey to the Fuehrer: | 153-154 |
| Newspaper propaganda against hydrogenation | 154-155 |
| Dr. Baumbach received by Fuehrer | 155-156 |

(Page 14 of original)

Page 109:

.....

The responsible men who took the risk of large-scale gasoline synthesis at that time knew that. They also knew that purely commercial considerations did not favor their decision and that they would still have to overcome many obstacles on their own side.

.....

P. 115

Mysterious haste - historic compulsion. The men who created the Leuna gasoline between 1926 and 1932 acted as if someone were standing behind them driving them on to the greatest speed. Actually this was not the case by any means. All the agencies which might have had a say in the matter acted rather more in the nature of brakes. Neither the Reichsminister which had to approve the funds, nor the "System" Government (Systemregierung) which levied a special mineral oil adjustment tax on each kilogram of gasoline which was produced, would have had any objections to a somewhat slower speed. But Reichsminister Bosch and Director Krauch seemed as if possessed by internal restlessness. They gave as little time in their schedules as at all possible they speeded up the construction of the plants in such a way as to lead people who only know the commercial point of view to shake their heads.

We know now that this haste was necessary from a historical point of view. The historians of more peaceful times will one day imagine what world history would have been if the gasoline plant in Leuna, still unfinished, had been caught by the world economic crisis and the project had been dropped. The men who urged haste at that time could themselves not have anticipated, however, that in this way they would one day in the not too far distant future make one of the most important decisions for the re-creator of the German people, the Fuehrer Adolf Hitler. With this hurry the calm certainty of Germany's independence of foreign imports of motor fuels for the air force and the most important parts of the rest of the Wehrmacht would have been doubtful.

.....

(Page 15 of original)

Page 153

The journey to the Fuhrer. Economic considerations were however not the only decisive factors at that time. There was a very great political tension in the summer of 1933. Everyone felt that soon a great decision would have to be made. The masses of the unemployed as well industry, which was forced to throttle production, hoped that a change would come soon. Many already anticipated what shape this would take, but no one knew with what fighting and under what conditions it would take place. Therefore the future of the German motor fuel still seemed most uncertain. This was because the consumers were mobilized against the motor fuel duty from time to time. Again and again there were voices in the press asking for a reduction of these custom duties, allegedly in order to re-vitalize the automobile industry. There were even opinions which held the hydrogenation in Louisa responsible for the exaggerated gasoline prices and for the failure to reduce gasoline prices.

The Berlin daily, which has already been mentioned, wrote:

"In summary it can be said that the State's measures which have been carried through in favor of the indigenous production of gasoline and benzene and to the disadvantage of the consumer are not at all in the nature of justified measures to aid a branch of industry which is fighting for its markets. The consumer now has to bear the consequences of enormous wrong investments, and an attempt is made to make the burden of increased price levels easier for him to bear by pointing out the necessity for maintaining German home production in the general interest ..."

This kind of point of view was typical for that period. At that time the few pfennigs by which the price of a car ride was increased were considered more important than the prospect of making Germany independent of foreign motor fuel supplies. This political shortsightedness intentionally overlooked the decisive importance of motor fuels in the fight for the liberation of Germany from the chains of Versailles. The usufructuaries of Versailles considered themselves so strong because they thought their superiority was assured in the simplest way. They had an air force and motorized armies, Germany did not. Should Germany however succeed

(Page 16 of original)

Page 154.

in creating something similar itself, then, if the worst came to the worst, they still had the comfortable expedient of blockade at their disposal. They would interrupt oil supplies to Germany. Then all German machines would be standing still for lack of lubricant, then no airplane could take off in Germany and the German motorized troops would have to stop somewhere half way. This dangerous effect of blockade would be eliminated if Germany had motor fuels and lubricants of every kind from its own production.

The press opinions which only stressed the point of view of the consumer though faced with the clear national necessity, had to be taken seriously in spite of this one-sidedness during the "System" period of that time. In view of the insecure political situation it could after all happen that such a short-sighted tendency would gain the upper hand in the

government and that then within a short time the duties on motor fuel would be reduced. It was all the more likely that this could happen because powerful foreign interests were also working towards the same goal.

The National Socialist movement, which was growing tremendously, acted to balance such tendencies of that time. This movement had not yet however adopted a definite attitude on the question of motor fuel duties and there were indications that the assertion that hydrogenation was too expensive had also made an impression on the National Socialist side.

In this difficult situation Director Dr. Buetefisch decided to clarify the attitude of the National Socialist movement on the question of German motor fuel at the one place which was really appropriate; that is, with the Fuehrer himself. Through Dr. Gattinoni he asked the personal staff of the Fuehrer to set a date for a discussion and this was approved. The day of this memorable conference has remained indelibly printed in Dr. Buetefisch's memory. He reports on it:

(Page 17 of original)

Page 153.

"It was on a lovely summer's day in June 1932. The Reichstag had once again been dissolved and the German people were engaged in an election campaign. We had arrived from Munich by car the previous evening and this morning waited, as arranged, to be picked up for the reception by the Fuehrer. It was to be in the afternoon. Then about 3 o'clock the open car with the Fuehrer's standard appeared and took us through the Munich streets to the Fuehrer's private apartment on Prinzregentenplatz. We entered a work-room which was simply and plainly furnished and there waited for the Fuehrer's arrival. The previous evening the Fuehrer had addressed an election meeting in Munich, had driven all night and had again spoken at a great youth rally at noon. We knew that the Fuehrer had not slept all night and, while we waited, we wondered with slight misgivings whether under these circumstances it would be possible at all to clarify such a difficult question so quickly.

About 4.30 the Fuehrer entered and greeted us. He knew immediately why we had come and said: "Gentlemen, please excuse me if I remain standing. You will understand that at the moment I am very much occupied with the political struggle. But I consider the motor fuel problem to be so important that I wish to force myself to overcome my natural tiredness by remaining standing. But before you tell me your views, I would like you to hear my attitude on the whole problem." Then the Fuehrer described the economic aim in a clear and convincing way. He said: "Today an economy without oil is not to be thought of in a Germany which wishes to remain independent. Therefore German motor fuel must be made a reality, even if this entails sacrifices. Therefore it is urgently necessary that the hydrogenation of coal be continued."

When the Fuehrer had finished his statements I could only say that there was nothing else to add to his words. Everything that I had intended putting forward had already been said by the Fuehrer. I said that it strengthened us greatly to find this. Then the Fuehrer allowed me to explain the technical points in great detail and surprised me again and again by his amazing understanding for technical matters.

(Page 18 of original)

The conversation which was originally supposed to last only half an hour

baccuse

Page 156

the Fuehrer's time was short continued for 2 1/2 hours. Finally the Fuehrer dismissed us with the words: "I have to leave the technical execution in your hands. That is your job. But our road is the same and I hope that soon this road will lead to a tremendous strengthening of our Germany!"

For years I had to keep to myself the prospects which the Fuehrer held out in detail at that time. Already then they covered the whole program of the Four Year Plan. In later years nothing was changed in the basic outline which was shown at that time. We drove back proudly conscious of having been given deep insight into history in the making and having had confirmation from the future leader of the German people that our aims were right and our work was of the greatest importance.

This result of the conference with the Fuehrer constituted a great support for Leuna at that time. Now hydrogenation could be continued without hesitation, even if the powers of the "System" period, now just about to fall, were to start a new policy on customs duties at the last moment. Now the leading men in I.G. Farbenindustrie made the important decision: to maintain Leuna in full operation, even if this entailed sacrifices.

Germany's gasoline requirements by far exceeded anything that Leuna might be able to supply at any time, even if it were expanded as much as possible. In view of the great increase of automobile traffic in Germany there would not be any stoppage in sales at all, even if ten times as much gasoline were to be produced as now. Hydrogenation was ready for operation and tried. We waited to use it on a far larger scale. We waited in vain. The decision to do this was not made during the "System" time. First the 30 January 1933 had to come, the seizure of power of the National Socialist movement.

(Page 19 of original)

This brought with it the final confirmation that the work and the battle which the plant often fought alone, up to then had been right.

(Fourth Part)

Contents of Fourth Part.

1933 to the outbreak of war.

Champion of economic freedom

| | |
|---|---------|
| New life | 158-159 |
| Parts of the battle for liberation | 158-161 |
| After 30 January 1933 | 161-163 |
| New life - in social matters too | 163-169 |
| Recreation routes - field for smokers - rent contribution and work of mother and child - staff excursions - the idea of education the idea of loyalty. | |
| Nitrogen production increases again. | 169-172 |
| Uniformization of the ammonia plant | 169-170 |
| Increase of nitric acid sales | 170 |
| Demand on fertilizer salts | 170-172 |
| Development of hydrogenation | 172-177 |
| New sector; new importance of hydrogenation | 172-173 |
| (page 30 of original) | |
| Technical improvements | 174-177 |
| Propane and Butane fuel and motor gas | 177 |
| Successful years of the methanol and technical oil synthates | 178-179 |
| Increasing demand on gas and power generation | 180-189 |
| Coke water-gas and lignite gasification | 180-181 |
| Rare gases as by-products of oxygen production | 182-183 |
| Sulphur and Sulphuric acid as by-products | 183-185 |
| Development of power generation; necessity of burning salt coal | 185-187 |
| Electrification of the gas compressor drive | 187-189 |
| Increased use of labor; more attention paid to the care of the working capacity | 189-196 |
| Holiday and convalescent homes | 190-191 |
| Quarters, settlement, recreation facilities | 191-193 |

| | |
|--|---------|
| Publicity used for accident prevention | 193-194 |
| Care of the individual | 194-196 |
| Leuna and the 4 Year Plan | 196-201 |
| Handing over licenses and know-how | 197-200 |
| Handing over specialists and giving scientific advice | 200-201 |
| The workshops and the technical and physical research laboratories | 201-211 |
| Workshops | 201-203 |
| Supervision of operations | 203-206 |
| Testing of material | 206-208 |
| Analytical laboratory | 208-211 |
| Experimental laboratory | 209-211 |
| The staff continues to grow; replacements become more and more important | 211-215 |
| Apprentices' School | 213-213 |
| Occupational competition, occupational training and promotion of apt employees | 213-214 |
| Rich champions in factory sports | 214-215 |

(page 21 of original)

| | |
|--|---------|
| Leuna develops a new organic chemistry | 215-223 |
| Development of a mine production | 217-219 |
| Motor fuel synthesis is not only important because of the motor fuel; waste gases from hydrogenation as source of groups of new products | 219-222 |
| Phenol chemistry | 222-223 |
| Realization of the community within the plant (Betriebsgemeinschaft) | 223-224 |

p. 156

New Life.

Part of the battle for liberation. At first it was left entirely up to industry to make a beginning in starting to produce German raw-materials on large scale. IG Farbenindustrie had started to expand the processes which it had developed for the production of motor fuels, cyan rayon and synthetic rubber within the limits of its own financial capacity. The management of Leuna had tried to safeguard the use and

further development of hydrogenation to serve an independent German supply of motor fuel by concluding an agreement with the Reich. The basic principles which the Fuehrer himself had explained when he received Director Dr. Bateffsch in Munich in the fall of 1932 were the decisive factors for the conclusion of this agreement. All the same the negotiations dragged on for months, until in December 1933 the top government officials concerned, the Under Secretary of State of the Ministry of Economy and the Finance Minister signed this contract. In 1934 the Fuehrer himself then gave the necessary orders for speeding up the achievement of a state of military preparedness (wehrhaftigkeit) in the economic field. He ordered Under Secretary of State Kaehler with the creation of German raw materials. Plans for more plants for gasoline synthesis, and also for spun rayon and Buna plants and for one factory for the production of fatty acid from paraffin.

p. 159

were part of the execution of this order.

.....
(page 40 of original)

p. 170

.....
Not only did the sales of fertilizer nitrogen increase after 1933 to an extent which had not been anticipated, but also the sales of technical nitrogen. A part of the nitric acid had until now only been used to make fertilizer salt was to be supplied in a highly concentrated form to other chemical factories which required it for the production of nitro cellulose for the spray-lacquering of automobiles, for photographic films and for the production of explosives.

p. 174

.....
Technical improvements. The future of hydrogenation was assured through the agreement of 14 December 1933 with the Reich. Now all the possibilities of the process and the plant could be exploited fully.

p. 186

.....
Leuna and the 4 Year Plan.

In the autumn of 1936 the Fuehrer announced the 4 Year Plan. According to the Fuehrer's own words, it was to raise the genius of the German chemists and engineers against any attempt to put Germany on short rations. It was to eliminate the last matter in which Germany was still dependent, that is, its economic dependence on powers controlling raw materials.

As part of the 4 Year Plan an Office for German Raw and Synthetic Materials was created, which was later re-named the "Reich Office for

Economic Development". The man who during the decisive years had been responsible for the expansion of Leuna and, as chief of the Sparta, particularly for gasoline synthesis, Dr. Karl Kramm, was appointed chief of this Reich Office. Before he had already been appointed Plenipotentiary General for Special Questions for Chemical Production by Reich Marshal Hermann Goering and in this capacity had to direct the entire planning for the new raw material plants. He assigned a staff of first class

(page 23 of original)

specialists to this job. It was only natural that specialists from Leuna were also represented amongst them, because now it was a question of exploiting

p. 197

the experience gained in Leuna on a really large scale for the benefit of the German economy.

(FIFTH PART)

LEUNA DURING WAR TIME

(stamp)

I. O. Farbchemieindustrie A. G.
Central-Archiv
Ffm. - Grisebachstr. 23

p. 225

Fifth part.

Leuna during war time.

This part starts in autumn 1939 and includes the whole of the war. It can only be written when the war is over. It is to contain everything worth remembering. In it shall be shown what new and great duties faced Leuna due to the outbreak of war, the continuously increasing requirements of the Wehrmacht, of agriculture etc., and how these tasks were mastered, particularly the technical problems. No operational details will be given in it, it is merely to be a survey of the changes and expansions of the works, the execution of the tasks and the solution of the problems, Leuna's achievements in the construction of new plants, the ceaseless development work and so on, as far as conditions after the war will permit these matters to be made public to a greater extent.

(page 25 of original)

As regards social matters, the working and transportation conditions, particularly in the winter, the organization of the 12-hour shift and food conditions will be described. The work of the women, the work of the Plant Social Worker, the facilities for making work easier at the place of work, and so on will be referred to with appreciation. Furthermore the work in the barracks and the work of the foreigners will be considered. After that follows a description about the building in the new parts of the works and an appreciation of the achievements in construction. The chapter is to be closed with a paragraph which describes the care of the soldiers and the

TRANSLATION OF DOCUMENT NO. WL-14304
Cont'd

assignment of staff members during the war — number called 91, food etc., and which briefly mentions the air raid precaution measures as well as the particular achievements during the air raids on the plant.

Certification

I, YVONNE A. SCHWAB, ETO NO. 20108, hereby certify that the foregoing pages of this document are a true and correct copy of Excerpts from the 5 books "25 Years Leuna-Works".

YVONNE A. SCHWAB
ETO NO. 20108

CERTIFICATE OF TRANSLATION

I, DOROTHEA L. GALEWSKI, ETO NO. 34079, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. WL-14304.

DOROTHEA L. GALEWSKI
ETO NO. 34079

END

careb
sep. 8/26

TRANSLATION OF DOCUMENT NO. NI-14571
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

Exh. # 1978

STICKSTOFFWERKE OSTMARK AKTIENGESSELLSCHAFT

REPORT OF CONFERENCE

6 February 1943
T.S./R1.

Location of Conference 3 February 1943 Berlin.
Present were
From the firm: Reich Office of Economic Development
Berlin: Dr. Baudrexler
From our firm: Direktor Steiale.

Re: Sluiskil Plant.

There was renewed discussion with Dr. Baudrexler as to what parts of Sluiskil Linz had in view. The following, in particular, were stated:

- 1 gas-tank with 25,000 cubic metres
 - 1 Linde air-fractionating apparatus for 500 cubic metres of oxygen including the air-compressors belonging to it.
 - 3 circulating pumps.
- Taking over of the compressors if they are not wanted by other firms.

In addition one might take over 3 carbon dioxide wash towers from Sluiskil as storage space for liquid and as buffers for the dry ice plant.

It was explained to Dr. Baudrexler that the taking-over of all the compressors for Linz involves considerable difficulties and that an orderly operation seems questionable. As the mining corporation Siberna had also expressed wishes for compressors, Dr. Baudrexler was informed, that Linz would also be content with 2 Schwarzkopf and 3 Boreig compressors. But then 2 normal Boreig machines, as used in Linz, would have to be set up as well. The taking-over of the 5 machines from Sluiskil would have the advantage that the plant in Linz could be advanced in the first stage at the same rate approximately as the other installations permit, whereas if the 3 Boreig compressors which are ordered are set up there might be a delay until the spring of 1945.

The following items were also desired for Linz:

- 5 high pressure tubes 14 m long and 850 mm in diameter

with the proper scrubbers etc.

Linz considered it highly important to take over the two complete nitric acid absorption plants from Sluiskil, and this does indeed seem appropriate as the

combustion plant in Linz, if switched-over and operated without pre-heating can immediately run 50% higher, but the absorption capacity is missing. If the two installations were set up in Linz it would be possible to utilize the calcium ammonium nitrate plant fully and to replace the thin acid taken from the Wifo (Wirtschaftsforschungs-Gesellschaft - Economic Research Corporation) for its plant. In this way the Reich would save approximately 1,5 million Reichsmark per year in costs for transportation and shutting-down. But if only one plant is taken over it does not solve the problem and the old absorption plant would have to be enlarged as well. It would not be possible then, to achieve

(page 2 of original)

the processing of 100,000 tons of nitrogen on an acid basis in peace-time by increasing the pressure in the absorption-plant from 2-5 meters, but additional towers would have to be set up, and this should be avoided under all circumstances. Dr. Buetefisch, whom the undersigned went to see again after the meeting, shares these views completely.

Furthermore, Dr. Baudrexler was informed that Linz would be interested in taking over 3 coke-gas-blowers from Sluiskil, in order to save a second gas line from the coking plant in the Linz foundry to the nitrogen plant, at least to begin with during the war. Also, when the Linz plant is developed, as many pipe lines and structures as possible are to be used there from the plant in Sluiskil so that the iron quota can be kept down as far as possible.

But the condition imposed on the Oetmark Nitrogen Plants A.G. if it should apply all these measures, is that the costs involved in taking over the apparatus and machinery from Sluiskil may not be higher than if Linz had expanded its installations in a normal way. It seems to be completely excluded that Linz will accept the obligation of putting back a corresponding number of new machines in Sluiskil at the end of the war to reinstate the plant there again.

In the conversation I have just quoted Direktor Dr. Buetefisch emphasized again the point of view which he had already exposed on 1 December 1942 to Dr. Bauschmidt as representative of the Reich office. It is therefore incumbent on the Reich office to decide how the apparatus is to be taken over and on what basis it is to be calculated.

signed: Illegible.

CERTIFICATE OF TRANSLATION.

I, DOROTHY E. PLUMMER, USFET 482, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document No. NI - 14571.

4 March 1948

- 2 -
(E N D)

DOROTHY E. PLUMMER
USFET 482.

Book # 1979

Copy 10, 12, 60, 100

Dr. Baudrexler
Reich Office for Economic Development

Berlin W 8
Savriandstr. 128.

T.S./R1. 8 February 1943.

Sluiskil Plant.

Dear Dr. Baudrexler,

To return again to our conversation of the 3rd instant, we are forwarding you enclosed a copy of the report of our conference, which contains also the attitude taken by the chairman of our Aufsehterrat, Dr. Bueterfisch, to this question.

In this connection we refer expressly to the question of the costs involved and would like to take the opportunity of emphasizing our own standpoint here.

Furthermore, Dr. Bueterfisch was also of the opinion that one cannot expect Linz to take over only those parts of Sluiskil which are not used elsewhere, but that Linz must be given complete satisfaction above all in the taking over of the two absorption plants as well, otherwise we, too, could only think of buying the other parts of Sluiskil which could be incorporated in our plants without any particular experiments.

We beg you to defend our standpoint at the conference which is to take place shortly on the dividing-up of the plant-installations in Sluiskil and we thank you in anticipation for your endeavors.

Heil Hitler!

STICKSTOFFWERKE OSTMARK AKTIENGESellschaft

signed Steinle

signed Naumann

1 Enclosure.

- 2 -

TRANSLATION OF DOCUMENT NO. NI-14572
CONT'D.

CERTIFICATE OF TRANSLATION.

I, DOROTHY E. PLUMMER, USFET 482, hereby certify that
I am thoroughly conversant with the English and German
languages and that the above is a true and correct
translation of Document No. NI - 14572.

8 March 1948

DOROTHY E. PLUMMER
USFET 482.

- 2 -
(END)

Case 6
sup. gpts.
46

TRANSLATION OF DOCUMENT NO. NI-14497
OFFICE OF U.S. CHIEF OF COUNSEL
FOR WAR CRIMES.

Exh. # 1980

STICKSTOFFWERKE OSTMARK AKTIENGESELLSCHAFT
(Nitrogen Plants Ostmark A.G.)

Telephone: 3 91 81

I.G. Farbenindustrie A.G.
Office Sparte 1
Attention: Dr. Hartmann
17a / H e i d e l b e r g
An Schlossberg 9.

Dr.N/8CH/0176 31 July 1944.

Re: Sluiskil Plant.

With reference to your conference with the undersigned (left) we are forwarding you enclosed copies of a transaction in which, before taking over the apparatus in Sluiskil, we clearly stated our attitude as regards the costs involved.

We have observed that you are shortly to start negotiations in the whole affair with the Reich Ministry of Economy and we await with interest your communication on the subject. We do not intend to undertake payments to the Wifo (Wirtschafts-Forschungs G.m.b.H., Economic Research Company Ltd.), over and beyond those already made, without knowing by whom we are to be reimbursed for any extra expenses which may occur. Apart from the additional expense to be paid to Sluiskil through the Wifo, other additional expenses have been incurred for added building outlay and also for the compressors, contrary to our original program, and these must be given consideration. A further question to which attention must be paid is that of the working expenses.

STICKSTOFFWERKE OSTMARK AKT.-GEB.

signed illegible

signed illegible.

2 enclosures

(Handwritten):
Original copies with OCCWC
in Nuremberg.

CERTIFICATE OF TRANSLATION.

I, DOROTHY E. PLUMMER, USFET 482, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document No. NI-14497.

8 March 1948

DOROTHY E. PLUMMER
USFET 482.

(E N D)

case 6
up. Dis.
76

EXH #1982

TRANSLATION OF EXCERPTS OF DOC. NI-14577
OFFICE OF U.S. CHIEF OF COUNSEL
FOR WAR CRIMES.

(page 2 of original)

Mineral Oil P. No. 60/Ne.

13 July 1942

Travel Report
on visit to the Galician Petroleum Industry during the
period 30 June - 4 July 1942.

The following questions were to be clarified during the visit:

- 1) Situation of the petroleum processing industry in Galicia.
- 2) Employment of natural gas for chemical purposes (SS oil production)
- 3) Production of motor fuel gas.

Conferences were held on these subjects with the special plenipotentiary for petroleum affairs in the Generalgouvernement in Cracow, with the Ostenergie (Eastern Power Corporation) and with the Beskidenerdoelverarbeitungs-gesellschaft (Beskid Petroleum Processing Industry) and the Beskidenerdoelgewinnungsgesellschaft (Beskid Petroleum Production Corporation) in Jaslo and Drohobycz. In addition, a close inspection was made of the 3 refineries which are being operated in west Galicia and the two in east Galicia, and detailed discussions were undertaken with the persons in control of the plants.

I. Petroleum in Galicia.

Plant-management in the field of petroleum production and petroleum processing is based on an agreement concerning plant-management between the government in the Generalgouvernement and 8 German petroleum firms.

Members of the corporation have no share in the profits, but receive a regular amount of 8% from the paid-in stock capital of 250,000 Reichsmark. The total profits go to the mineral oil monopoly of the Generalgouvernement.

The dividing-up of the work into production and processing is not especially favorable. But it will be avoided now through the re-organization which has just been started. According to this, the group of petroleum companies in Galicia will become a subsidiary company of the Kontinentale Oel A.G. (Continental Oil Aktiengesellschaft) under the name of "Karpattia", and will then acquire the territory as its own property. Direktor Grosse from the DoG has already been put in control of the new corporation.

TRANSLATION OF EXCERPTS OF DOC. NI-14577
CONT'D.

(page 3 of original)

A. Petroleum Production:

a) Technical Difficulties:

b) Personnel Questions:

There is adequate personnel as far as the Poles are concerned but there is a minimum of Germans (approximately 1 German to 500 Poles). The greatest problem is the question of food-supplies, as the food rations allocated to Poles only amount to $\frac{1}{3}$ of those which are customary in Germany. If the present situation is allowed to continue the state of exhaustion and the rapidly increasing number of deaths will make it almost impossible to maintain production.

B. Petroleum Processing:

(page 4 of original)

The chief difficulty for the plant today lies in the feeding of the personnel. In east Galicia particularly, conditions

(page 5 of original)

have become so catastrophic, that with food rations which amount to approximately 11 kilograms per head per month altogether, and with only fractions of this quantity for members of the families of workers, a really catastrophic degree of mortality has been reached. If only for reasons concerning the efficiency of the mineral industry it is essential for rations to be increased.

(page 6 of original)

(Stamp):
signed Dr. Sennowald.

Distribution:

Prof. Dr. Krauch
Dr. Eustofisch
Dr. Ritter
Dr. Ad. Mueller
Mineral Oil P
Dr. Sennowald
Folder.

TRANSLATION OF EXCERPTS OF DOC. NI-14577
CONT'D.

CERTIFICATE OF TRANSLATION.

I, DOROTHY E. PLUMMER, USFET 482, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of excerpts of Document No. NI - 14577.

12 March 1948

DOROTHY E. PLUMMER
USFET 482.

case 6
sup. D. 11
JG

EXH #1983

TRANSLATION OF DOCUMENT NO. NI-14579
OFFICE OF U.S. CHIEF OF COUNSEL
FOR WAR CRIMES.

KONTINENTALE OIL AKTIENGESELLSCHAFT
(Continental Oil Corporation) Berlin N 28, 3 February 1943
Friedrichstr. 95.

Secret
Registered

To the
Members of the Aufsichtsrat of the
Kontinentale Oil Aktiengesellschaft
(Continental Oil Corporation)

Reichsminister Dr. Walther Funk,
Staatssekretär Wilhelm Keppler,
Staatssekretär Erich Neumann (available for assignment)
Hermann Jbs,
Professor Dr. Alfred Bente,
Ministerialdirektor Dr. Hugo Fritz Berger
Dr. Heinrich Baetofisch,
Dr. Paul Dams,
Ministerialrat Dr. Fritz Fetscher,
Staatsrat Justizrat Dr. Ruediger Graf von der Goltz,
Ministerialdirektor Dr. Friedrich Grossech,
Kurt Kaver,
Dr. Franz Mayler,
Ministerialrat Dr. Friedrich Kragion,
Fritz Krenofuss,
Professor Dr. Karl Krauch,
Dr. Karl Rasche,
Staatsrat Friedrich Reinhardt,
August Rohdewald,
August Roeters,
Karl Schirmer,
General Georg Thomas (infantry),
Regierungsabrat Franz Wohling (retired),
Staatsfinanzrat Hans Weitzel (retired),
Bergbauabrat Heinrich Wieselmann (retired).

TRANSLATION OF DOCUMENT NO. SI-14579
CONF'D.

(page 2 of original)

Re: Reports to the Sicherheitsrat.

We report in the following on the situation of the Continental Oil Corporation and on the progress of its business during the period from 1 October to 31 December 1942.

Financial situation: Financial expenditure from the promotion of our corporation on 27 March 1941 until 31 December 1942 amounted to 178,400,000 Reichsmark. This amount was raised in the following way:

| | | |
|--|---------------|-------------|
| 1. From the capital paid in | 87,500,000.- | Reichsmark |
| 2. From the use of credits | 89,000,000.- | " |
| 3. From temporary balances of subsidiary companies | 42,700,000.- | " |
| | 189,200,000.- | Reichsmark |
| Short-term bank balances | 10,800,000.- | " |
| | 178,400,000.- | Reichsmark. |
| | ===== | |

This amount was used in the following way:

| | | |
|--|---------------|-------------|
| Purchase of participations and paying-in of company capital for subsidiary companies which have been created | 55,000,000.- | Reichsmark |
| Debts paid to trust-enterprises | 38,400,000.- | " |
| Stocks of goods and part-payments | 76,300,000.- | " |
| Installations (houses, equipment of warehouses, business and plant equipment) | 2,200,000.- | " |
| Expenditure (wages, salaries, interest, warehouse-charges, taxes, insurance) | 7,500,000.- | " |
| Miscellaneous | 500,000.- | " |
| | 178,400,000.- | Reichsmark. |
| | ===== | |

The first orders given up to the end of December 1942 for us and our subsidiary companies amount to an approximate total of 240,000,000.- Reichsmark. Accounts were already paid on these as follows:

TRANSLATION OF DOCUMENT NO. NI-14579
CONT'D.

(page 3 of original)

Brought forward: 240,000,000.- Reichsmark

a) By the Continental Oil
approximately: 78,000,000.-

b) By subsidiary companies 30,000,000.-

106,000,000.- Reichsmark
134,000,000.- Reichsmark
=====

will for the most part fall due in the course of 1943.

Furthermore, the Erdölanlagen (Petroleum Plants) G.m.b.H. has placed orders for the purpose of the Ost Oel G.m.b.H. (Eastern Oil Co. Ltd.) to the amount of 122,000,000.- Reichsmark, on which we have an option.

The total for unpaid orders, which amounts to 134,000,000.- Reichsmark, includes unpaid orders of the Baltische Oel G.m.b.H. (Baltic Oil Company Ltd.) amounting to 47,000,000.- Reichsmark and financed in Estonia, and an additional 8,000,000.- Reichsmark for ship-building, the funds for which have been found in the Ukraine, so that the amount to be raised in the Reich is reduced to 82,000,000.- Reichsmark. The funds actually required on the premises for the development of the Cherson Refineries are advanced by a Ukrainian loan bank with which we have arranged for a credit of 10,000,000.- Reichsmark.

For the parts of refineries taken from France we have liabilities for reconstruction which amount at the present moment to approximately 12,000,000.- Reichsmark.

The possibilities still available to us for financing are as follows:

1. Credits to the amount of 37,500,000.- Reichsmark
 2. Remaining payment of stock-capital 22,500,000.- "
- 60,000,000.- Reichsmark.
=====

Report on situation in Roumania: The Roumanian petroleum production amounted to 1,381,475 tons for the last quarter of 1942 as compared with 1,419,170 tons in the third quarter. According to the figures received to date the total production for 1942 amounted to 5,636,217 tons, thus exceeding the production for 1941 by approximately 3%. Approximately 23.4 % of the total production fell to our subsidiary companies. In judging this occurrence it must be taken into consideration that those territories which produce at present

- e -
TRANSLATION OF DOCUMENT NO. NI-14579
CONF'D.

(page 4 of original)

are becoming more and more sterile and new wells are only showing a small initial production. To this must be added the fact that it is impossible to prevent certain bottlenecks in the supplying of material and in transportation, although the Roumanian petroleum industry - not entirely without our cooperation - has been, on the whole, well supplied. Altogether, in the year 1942, 70,000 tons of material were delivered from the Reich. If, in addition to this, one considers the many unfavorable results of war-conditions and the obstacles caused by the extreme financial embarrassment of Roumanian corporations as a consequence of ever-increasing charges and the firm and persistent rise in the cost of wages and materials, then results for 1942 may be deemed satisfactory.

We are continuing our efforts to give the Roumanian petroleum industry every possible help in its difficulties with materials. Amongst other things we shall begin by withdrawing unneeded material and unneeded means of transportation from the Otecol (Eastern Oil Corporation) in order to make it available to the Roumanian corporations.

Up to 31 December 1942, as a part of the Astra agreement, 12 wells were sunk, of which 10 proved negative and 2 were productive; 8 wells were still being drilled. Altogether, by the above-mentioned date, 13,000 metres had been drilled.

The companies Foraky and Moldonsaphte, which were acquired by the Reich, we have amalgamated with the Concordia. We thereby increase the proportion of our participation in the Concordia by 140,000 shares with a nominal value of 40,000,000.- Lei.

Karpathen Oel Aktiengesellschaft (Carpathian Oil A.G.).
As up to now it has not been possible to acquire by purchase the plant-installations for the production and processing of petroleum in east and west Galloia, the Karpathen Oel A.G. (Carpathian Oil Aktiengesellschaft) has taken over the management of the plants on a trustee basis. We are endeavoring by means of a lease-agreement or an agreement for plant-management to find a basis which will permit the Karpathen Oel A.G. (Carpathian Oil Aktiengesellschaft) to develop the necessary enterprise.

As a result of the new order of conditions in the Karpathen Oel A.G. (Carpathian Oil Aktiengesellschaft) the aggregate of metres drilled in the first half year could be increased

(page 5 of original)

by 99,5 % in the second. At the same time the production of crude oil was increased by 6,7% and the number of plants for sinking wells from 139 to 204 in the month of December.

TRANSLATION OF DOCUMENT NO. NI-14579
CONT'D.

Baltische Oel Gesellschaft a.b.H. (Baltic Oil Company Ltd.):

The difficulties in reconstructing and redeveloping the Estonian oil shale works are still going on. The allocations of labor are still insufficient and also the question of food-supplies remains difficult as at times there are stoppages in the deliveries of goods corresponding to the food-coupons which are allocated. Although it was possible to procure clothing for the prisoners-of-war and civilian workers general requirements have not yet been covered. It is especially difficult to procure the approximate 2,500 welders and other trained metal-workers who are required for the fitting-up of the plant which is to be erected in Jowa; up to now no solution has been found for this.

In spite of all these difficulties it was possible to increase the shale-production from 70,000 tons in September to 74,000 tons in December, and the crude-oil production from 6,300 tons in September to rather more than 7,000 tons in December.

Sales-corporations: Our sales-corporations in the occupied eastern territories have worked satisfactorily during the time covered by the report. In the last few weeks, however, they have been suffering considerably from difficulties in transportation.

The Kontinentale Oel Transport Aktiengesellschaft (Continental Oil Transport Corporation) has continued its work according to schedule, in particular the marshalling of captured Russian tank cars.

Ost Oel Gesellschaft a.b.H. (Eastern Oil Company Ltd.):
As mentioned in the last report, the Technical Brigade for Mineral Oil was lent drilling apparatus with the requisite accessories and auxiliary instruments to the extent they asked for each time. The construction of the Cherson Refineries has been continued.

The Ost Oel G.m.b.H. (Eastern Oil Company Ltd.) has increased its capital from 100,000.- Reichsmark to

(page 6 of original)

4,000,000.- Reichsmark, as the provisions of commercial law made this increase necessary in consequence of expenditure for the cost of administration.

Heil Hitler !

KONTINENTALE OEL AKTIENGESELLSCHAFT
(Continental Oil Aktiengesellschaft)
(2 signatures):
illegible Karl Blessing.

TRANSLATION OF DOCUMENT NO. NI-14579
CONT'D.

CERTIFICATE OF TRANSLATION.

I, DOROTHY E. PLUMMER, USFET 482, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document No. NI - 14579.

12 March 1948

DOROTHY E. PLUMMER
USFET 482.

*Case 6
sup. 6*

TRANSLATION OF DOCUMENT No. 51-14182
OFFICE OF CHIEF OF CHARGE FOR WAR CRIMES

I. G. FARBEINDUSTRIE AKTIENGESELLSCHAFT
Technical Department

File # 1984

(Handwritten note):
302- 168

| | | | | |
|--------|-------------------|-----------|-------------------|----------------|
| D.1861 | Cable address | Telephone | Receiving station | Business hours |
| | Anilinfabrik | No. 6496 | Luwigshafen | 0800-1200, |
| | Luwigshafen/Rhein | | (Rhein) | Saturday |
| | | | Anilinfabrik | 0800-1200, |
| | | | | Visits 0800- |
| | | | | 1200 except |
| | | | | Montays and |
| | | | | Saturdays. |

Mailing Address of the sender:
I. G. Farbenindustrie Aktiengesellschaft,
Technical Department, Luwigshafen a. Rh.

Registerd (step)
To the
Each Labor Ministry
Attn.: Dr. Lotz
Berlin V 9
Saarlandstr. 128
18 April 1941
Le
V a 5280/ 3710/41

Your symbol Your letter of Our letter of Our symbol Luwigshafen
Ta/Bm a. Rh.
22 April 1941
(Handwritten note): D 26

Subject:
Placing labor at the disposal of enterprises.

At the instigation of the Plenipotentiary for Special Problems of Chemical Production we wish to inform you that so far the following firms were given orders for construction projects or are being considered for orders:

- 1) Delivery of barges
Work combine (Arbeitsgemeinschaft) Buchbitzki, Breslau,
Bertens Will, Breslau.
- 2) Execution of current construction jobs
Hoch- & Tiefbaugesellschaft A. G., Alschwitz,
Karl Fabia, Alschwitz.
- 3) Execution and Railway track jobs
A. Schulz, Ernstst.
- 4) Soil investigations
Reugrund G.m.b.H., Berlin
- 5) Steel constructions
F. Fries & Sohn, Frankfurt a/M.

Since we are still planning the entire installation we cannot give you as yet the names of additional firms which will be commissioned with construction work. However, mainly those firms will be used which, belonging to the vocational group "Construction Industry" are located in Upper Silesia, as well as the various work associations of the construction trade which are known to us already from our construction projects in Bytomfurth and Hoylsbreck.

(page 3 of original)

(handwritten notes): 303 169

I.G. FARBENINDUSTRIE AKTIENGESellschaft, LUENISCHEN A. HE.

| Our symbol | Day | Page |
|------------|---------------|------|
| TA/Sm | 22 April 1941 | 3 |

To the Reich Labor Ministry, Berlin

Furthermore, the Concentration Camp Auschwitz is going to help us by making inmates available and by taking over work which can be done in its own shops. With regard to the employment of construction firms we shall continue to stay in continuous contact with the Regional Labor Office Breslau, or Katowice, as well as with the vocational group "Construction Industry" the National Guild Association of the building trade and the Fock Organization.

I. G. FARBENINDUSTRIE AKTIENGESellschaft
(two illegible signatures).

P.S.

Additional firms charged with delivery of railway tracks:
Vereinigte Okerhütte, Gleditz,
Königsbütte in Königsbütte.

CERTIFICATE OF TRANSLATION

I, JOHN J. BOLL, ADO #A-444412, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. NL-14182.

JOHN J. BOLL,
U.S. Civilian,
ADO #A-444412.

E N D

Case 6 file
sp. 2

TRANSLATION OF DOC. NI-T-543
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

I. G. Farbenindustrie Aktiengesellschaft
Auschwitz (Upper Silesia) Works

Auschwitz. 9 Aug. 1941
Fst./Gn.

Exh. # 1985

WEEKLY REPORT NO. 11
for the period 3 - 9 Aug.

PRELIMINARY REPORT

Various conferences with the Commandant and his assistants about the assignment of inmates have taken place. As you know, the assignment of two more guard companies has been refused. Through the intervention of the Reichsfuehrer SS, it has now been ordered that all concentration camps are to detach 75 guards for duty at Auschwitz. Of this number 40 had already arrived during the week covered by this report. In this way it is possible for the concentration camp to assign another 1000 inmates in addition to the 816 already employed at present. Of course this could not be done from one day to the next. In any case it was possible to increase the number of inmates employed from 500 to 1000 as of Friday, 8 Aug. 1941. During the course of next week approximately another 700-800 men are to be assigned, if possible.

The assignment of inmates is causing difficulties, because due to the lack of guards

- 1.) They can always only be assigned in groups of at least 20 or more. The consequences of this is that in some places they are working so crowded together that they are hindering each other. That is just a fundamental difference between the working methods of a concentration camp and free enterprise. The concentration camp has no need to consider economy but in free enterprise this must be done, particularly when it is a case of firms working at standard rates. This is not always sufficiently taken into consideration and recognized by the officials of the concentration camp.
- 2.) The inmates can only march out in daylight and must return to the camp in daylight. If it is foggy in the morning the inmates are also
(Page 2 of original)
not permitted to leave the camp. Therefore it is not possible to

TRANSLATION OF DOJ. WI-14513
Office of Chief of Counsel for War Crimes

employ the inmates on shift work; they can only be considered for the day shift.

The condition will naturally improve once the construction site has been fenced in. The preparations for this have been made so that the fencing can be done by the end of the month. It is now planned to use concrete posts, which are being made in the concentration camp, and barbed wire and wire netting, which we are obtaining from the wire drawing mill in Gleiwitz.

We have furthermore drawn the attention of the officials of the concentration camp to the fact that in the last few weeks the inmates are being severely flogged on the construction site by the Capos (trusties), in increasing measure, and this always applies to the weakest inmates who really cannot do any more. The exceedingly unpleasant scenes that occur on the construction site because of this are beginning to have a demoralizing effect on the free workers (Poles) as well as on the Reich Germans. We have therefore asked that they should refrain from carrying out this flogging on the construction site and transfer it to the inside of the concentration camp.

.....
(Page 10 of original)

.....
(Trans. note:)

(Stamp:

BUNA Auschütz

Dr. Ambros

Dr. Rustefisch/Dr. v. Staden

Santo

Dr. Mach

Dr. Eisfeld

Dr. Quarrfeld

Faust

Heidebrook

(Handwritten:) Dipl. Ing. Rasch

CERTIFICATE

I, Alfred H. ELBAU, AGO A 165513, herewith certify that the above is a true and correct excerpt from the I. G. Farben Auschütz "Weekly Report No. 11 for the period 3 - 9 August 1941".

(Signed) Alfred H. Elbau
Alfred H. ELBAU
U.S. Civ. A 165513

CERTIFICATE OF TRANSLATION

I, Dorothea L. Galowski, U. S. Civilian, ETO 34079, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of document NI-14543, the original of which is in the German language.

Dorothea L. Galowski
ETO 34079, Civilian

END

-3-

Excerpts from:

Exh. # 1916

Weekly Report No. 58/59

for the period from 29 May to 12 July 1942.

Distribution:

Lu : Dir. Dr. AMEROS/Dr. EISFELD
Eaudirector SANTO,
Obering. Dr. MACH/Obering. HEIDENROCK
Dipl. Ing. RASCH

Me : Dir. Dr. BUETEFISCH/Dir. Dr. v. STADEN/
Dr. BRAUS
Obering. Dr. DUERRFELD/ von LOM
Obering. Dr. HOEFER
Dipl. Ing. MUELLER, Electro-plant,

Az : Commercial Section (Dr. SAEVLSBERG)
Purchase (SCHMITT)
Dr. DUERRFELD

2 x Social Department (Dr. ROSEBACH and
Assistant SCHNEIDER)

(IIL) Gabechem: Breslau, Herr FRANGE
Kattowitz, Herr ECKELHORN

Test engineer: Dipl. Ing. ALTER, Gleiwitz.

Page 2 of original -

9 July.

Discussions with Obersturmbannführer SCHWARZ about employment of prisoners. At present this suffers very much on account of the fact that in accordance with the newest directive all Poles are taken away from the concentration camp and are put into camps in Germany proper. Their place is taken by Jews from all European countries. Their number is to be increased to 100,000 persons. The result of this action is that nearly every day different workers are being employed on the individual construction sites.

The various maltreatments were also discussed. The camp leadership definitely condemns them, and strict orders are in existence which say that all maltreatments or other measures which could impair the prisoners' ability to work have to be obtained from. It was requested to report immediately all such incidents so that the possibility to interfere right away is given.

Page 1 of original cont.

10 July.

As proposed by the Antskommissar regular conferences, "about every fourteen days", between the commander of the concentration camp, the Antskommissar and the undersigned, are to take place, in order to discuss the current questions of common interest. During the first of these discussions, on 10 July, the commander was unfortunately unable to attend. In his place the adjutant and two additional officials of the leadership corps conducted the negotiations. The next discussion is to take place on 24 July.

Page 22 of original.

Signed: FAUST

Page 2 of original

Certificate:

I, Alfred H. ELBAU, AGO A 165513 certify that the above are literal and true excerpts from the I.G. Farben, Auschwitz, "Weekly Report No. 58/59 for the period from 29 June to 12 July 1942."

Signature: Alfred H. ELBAU.Alfred H. ELBAU
U.S. Civ. A 165513.CERTIFICATE OF TRANSLATION

I, S.A. Hamburger, ETO 20062, hereby certify that I am a duly appointed translator for the German and English languages and that the above is a true and correct translation of document No. NI - 14512, the original of which is in the German language.

S.A. Hamburger
ETO 20062

2-

END

END

Case 6
up 6

TRANSLATION OF DOCUMENT NO. NI-14532
OFFICE OF CHIEF OF COUNSEL FOR
----- J. CRIMES -----

Feb 1987

Excerpt from:

Weekly Report No. 80/81

for the period from 31 Nov - 13 Dec 1942

Distributions:

Ludwigshafen Dir. Dr. Schros/Dr. Stafeld
Baudirektor Sento
Obering. Dr. Meck

Mosbach Dir. Dr. Bueckfisch/Dir. Dr. v. Staden/Dr. Braus
Obering. Dr. Hoepke
Obering. v. Lom
Dipl. Ing. Mueller, Electrical plant.

Auschnitt Dr. Doerrfeld
O.I. Handabrock
Commercial management (Dr. Sevalberg)
Purchasing (Schmitt)
Bookkeeping (Fronsfeldt)
Transportation (Schweizer)
Measuring installations (Reinhold)
2 copies Staff Departments (Dr. Rosbach & Assessor Schneider)

Testing Engineer Dipl. Ing. Walter, Glowitz, Augustastr. 10

III. Plenipotentiary General for Special Questions of Chemical Production:

Kattowitz: Herr Beckmann
Breslau: Herr Franke

.....
(page 4 of original)
.....

Although up to to-day the weather has still been horrible (lowest temperature -5°C, on some days the cold has a devastating effect. It sounds incredible, but it is true, that on one day we had 2 770 slackers, although our work security detachment had seen to it that these people left their barracks. The fire brigade was given the order to put out the wood fires lit on the construction site, since there was a danger that our entire stock of wood would be burnt up. Within half a day they thereupon put out more than 80 fires, using two firefighting squads. Whenever it was absolutely necessary, we had extra fire buckets put up, with the result that dozens of people stood around these and did no work. Can one therefore blame a foreman or shift supervisor for hitting out? In spite of this, this sometimes very salutary use of force has been absolutely tabooed according to the latest directives of the Plenipotentiary General, and lately this caused the firm Scholz to be severely reprimanded. This disciplinary punishment was given after a few Eastern workers and Croats had been flogged on the construction site. But what is a shift supervisor to do when for instance he finds a shunter asleep at the switcher, or an engine driver sleeping

TRANSLATION OF DOCUMENT NO. NI-14532
CONT'D

of his engine? Quite apart from the fact that the firm Schulz has lost no less than 8 of its engine drivers through the removal of the Italians, it attributes the decrease of the daily production of pyrites from about 2300 to 120 cbs not least to the fact that because of this disciplinary measure its shift supervisors are no longer able to take sufficiently energetic measures.

(signed) F. JIST

CERTIFICATE

I, Alfred H. MEAD A 165513, herewith certify that the above is a true and correct excerpt from IGF Maschinen's "Weekly Report Nr. 90/91 for the period from 30 Nov - 13 Dec 1942".

(Signature) Alfred H. MEAD
U.S.Civ. A 165513

CERTIFICATE OF TRANSLATION

I, D.L. GALESENI EIO 34079 herewith certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of document No. NI - 14532, the original of which is in the German language.

D.L. GALESENI
EIO 34079

Case 6
sep 9

Exh # 1988

Excerpt from :

Weekly Report no. 30
for the period from 15 - 21 Dec. 1941

Distribution :

- Lu (Ludwigshafen) : Director Dr. Lubrow/Dr. Einfeld
Construction Dir. Bonte
Chief Eng. Dr. Koch/Weidebrock
- Me (Merseburg) : Director Dr. Buchtafisch/Dr. von Sten-
den/Dr. Braue
Chief Eng. Dr. Guertfeld/von Loeb
Chief Eng. Dr. Hoepke
- Gebachon : Breslau : F r a n k e
(Plenipotentiary Kettowitzer Von B o e l t z
for special tasks
in the chemical industry)

(page 4 of original)

.....

On this occasion the mistreatment of the inmates on the working sites of the firm Schultz, which is still continuing, was discussed reportedly. Herr Kermicke expressed his very serious objections to these occurrences and his fear that the Reich German staff would not put up with it very much longer. We will talk about this to the Commandant once again.

.....

The performance, particularly of the Poles and inmates, continues to leave much room for improvement. The amount of sickness constitutes a great nuisance. For instance in the firm Schultz 182 out of the total of 853 free workers employed were sick (report of 20 Dec 1941). The lack of discipline at work of the Polish workers is also shocking. Many of the workers

work, a maximum of 3-4 days per week. Every type of pressure, even commission to the concentration camp, remains without effect. In this respect it is only to be regretted that the construction management itself has no disciplinary powers. Our experience so far has shown that only brute force has any effect on these people. But this is absolutely taboo here, as incidentally it is in the Gouvernement, too. As is known, the the Commandant always argues that as far as the treatment of inmates is concerned, too, it is possible to get any work done without beating.

Apart from the many other difficulties which prevail on the construction site, caused by present conditions, this situation must also be mentioned. There is no doubt that it will again and again have a deterrent effect on the schedules and will increase costs considerably. Although until now we have been able to keep the standard prices comparatively low, on the basis of our experiences we feel that it will be very difficult to maintain this for any length of time, particularly since the firms employed up to the present have now also already had their experience over a period of several months.

CERTIFICATE

I, Alfred H. EERU, GO / 165513, herewith certify that the above is a true and correct excerpt from LCP Buch-

with "Weekly Report no. 30 for the period from
15 - 21 December 1941".

(signature) Alfred H. BLAU - - -
Alfred H. BLAU
US CIV. NO. 165513

CERTIFICATE OF TRANSLATION

I, D.L. GALEWSKI, ETO 34079, certify herewith that I
am thoroughly conversant with the German and English
languages and that the above is a true and correct
copy of document no. FI-14556 the original of which
is in the German language.

(signature) D.L. GALEWSKI -
D.L. GALEWSKI -
ETO 34079

- END -

Case 6
sup. 2nd
8

Vol 2 1989

Excerpt from:

Weekly Report No. 66/67 for the
time from 24 August to 6 September 1942

Distribution:

Lo(Ludwigshafen): Director Dr. Ambros/Dr. Einsfeld
Construction Director Sante
Chief Engineer Dr. Mach / Heidebrook
Engineer Rasch

Me(Merzburg): Director Dr. Bueffelsch / Director Dr. v. Staden/
Dr. Bruns
Chief Engineer Dr. Duerrfeld / von Low
Chief Engineer Dr. Soepke
Engineer Mueller, Elektro/plant

As(Aschaffenburg): Commercial Department (Dr. Sewelberg)
Purchase (Schnitt)
Dr. Duerrfeld

2 x Social Welfare Department (Dr. Hoesbach and
Ass. Schneider)

Testing Engineer: Engineer Walter, Oelwits

III. Plenipotentiary for
Special Problems of
Chemical Production: Breslau Mr. Franke
Kattowitz Mr. Eckelmann

(Second Page of original)
(Page 2 of original)

Firm Discussion:

Lt. Col. Niepmann gives a detailed report about the supervision and guarding of the female Eastern workers. Afterwards, Mr. Puchler speaks about the distribution and the allotment of these women. Mr. Schmitz announces that the accounting for the female Eastern workers will be undertaken up to 31 August 1942 by us. From 1 September 1942 on, this accounting will be taken care of by the firms. Mr. Schmitz also speaks about the payment of less than average performances.

Mr. Faust decides on principle that Poles do not receive any leave. For the present, the smoking-prohibition is lifted.

(Page 3 of original)

Mr. Niepmann announces that shirkers etc. can be transferred from 1 September 1942 on to the Concentration Camp for admittance to the labor training camp.

TRANSLATION OF DOCUMENT NO. HI-14555
Cont'd

(Page 3 of original)

.....
After wire netting and barbed wire have at last been delivered, or the delivery can be expected within the next days, we can finally complete Camp IV for the admission of convicts. We, therefore, hope to be able to accept convicts - that means additional convicts - in about 10 days.

(Page 30 of original)

.....
(Signature): Sig. FAUST

C E R T I F I C A T E

I, Alfred H. Elbau, AGO No. A 165513, certify that the above is a true and exact excerpt from the IGW Auschwitz "Weekly Report Nr. 66/67 for the time from 24 August and 6 September 1942".

(Signature) Alfred H. Elbau - - -
ALFRED H. ELBAU
AGO A 165513

C E R T I F I C A T E O F T R A N S L A T I O N

I, JOHN J. BOLL, AGO NO. A-444412, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. HI-14555.

JOHN J. BOLL
U.S. Civilian
AGO NO. A-444412

ED

CASE 6
TRIBUNAL VI

PROSECUTION

Loose Copies of Documents separate Distribution

Exh. No's 1990 - 2007

ENGLISH



TRANSLATION OF DOCUMENT NO. HY-14549
OFFICE OF CHIEF OF COUNSEL FOR M.A.
CRIMINAL

Excerpt from

Vol. # 1990

Weekly Report no. 126/127

for the time from 18 October - 31 October 1943

Distribution:

Lu (Ludwigshafen) : Director Dr. Ambros
Construction Director Santo
Chief Engineer Koch

Me (Merseburg) : Director Dr. Bueteffisch/Director
Dr. von Steden
Chief Engineer Dr. Hoepke

As (Auschwitz) : Dr. Duerrfeld
Dr. Einfeld
Dr. Breue
Dr. Szyvelberg
Dr. Rosebruch/Les. Schneider

II : Dr. Walter, Gleiwitz, Augustastr. 20

19 October 1943

.....

4) All foreigners, convicts, or prisoners of war who are notorious shirkers, who obstruct, who are too slow, or who in any other way do not fit themselves into our discipline are to be reported at once and are possibly to be transferred to our labor training camp (Arbeits-erziehungslager).

(sig.) F. UST

CERTIFICATE

I, Alfred H. ELAU, IGC # 165513, certify that the above is a true and exact excerpt from the IGF Auschwitz "Weekly



TRANSLATION OF DOCUMENT NO. NI-14549
CONTINUED

Report no. 126/127 for the time from 16 October -
31 October 1943.

(signature) Alfred H. ELBOW
Alfred H. ELBOW
US CIV. LGO A 163513

CERTIFICATE OF TRANSLATION

I, John BOLL, LGO A 444412, certify that I am thoroughly conversant with the German and English languages and that the above is a true and correct copy of document no. NI-14549 the original of which is in the German language.

(signature) John BOLL
John BOLL
US CIV. LGO A 444412

- END -

TRANSLATION OF DOCUMENT NO. SI-14551
OFFICE OF CHIEF OF COUNSEL FOR
WAR CRIMES

Code #1991

Excerpt from :

Weekly Report no. 60/61

for the period from 13 July to 26 July 1942

Distribution :

Lu (Ludwigshafen) : Dir. Dr. Ambros / Dr. Eisfeld
Construction Dir. Santo
Chief Engineer Dr. Mach/Chief
Engineer Heidebrock
Dipl. Engineer Resch

Me (Merseburg) : Dir. Dr. Buetschlich/Dir. Dr. v. Sta-
den/Dr. Breus
Chief Engineer Dr. Duerrfeld/von
Lom
Chief Engineer Dr. Roepke
Dipl. Engineer Mueller, Electro-
plant

Az (Zuschwitz) : Commercial Department (Dr. Sa-
valberg)
Purchasing (Schmitt)
Dr. Duerrfeld

2 x Social Dept. (Dr. Roerbach and
Dr. Schneider)

Testing Engineer : Dipl. Engineer Velter, Gleiwitz

III Gebecken : Breslau : Herr Frutke
Kattowitz : " Eckelmann

(page 1 of original)

16 July

Conference with Oberbaudirektor Mueller and Bau-
rat Mahlendorf of the branch office Breslau about
requirements for barracks and the assignment of Jews
as labor to us by Oberfuhrer Schmitt. Discussion with
Oberingenieur Krapp and Dr. Fruehauf from Ludwigshafen,
Dipl. Ing. Mueller, Leuna, and Dr. Appel, Merseburg, and

fixing of deadlines for all net (Mazehennetz) and sub-stations.

The attention of Herr Sprumont, representative of the firm Sotrobe, was drawn to the fact that we do not intend to put up any longer with the slackness of the Belgians, only 50 % of whom turn up for work at all, and that we will not hesitate to commit the Belgians who will not work to the concentration camp. Sprumont will point out the consequences of their slackness to his workers in a circular. In addition it was agreed that only those Belgians are to receive food from the communal kitchen whose food cards bear the stamp of the German firm for which they work. This measure has already met with some success during the last

(Page 2 of original)

few days, but on the other hand has also caused the Belgians to work until lunch-time, then go to rest and do not appear for work again. Another complaint is that a great number of the Belgian workers are classified as skilled workers who according to their performance cannot be recognised as such. It was made quite plain to Herr Sprumont that the results of the employment of the firm Sotrobe have so far been absolutely unsatisfactory.

.....

18 July

Visit of the Reichsfuehrer of the SS with great retinue, including Obergruppefuehrer Schmauser and Ober-

sturmbannfuhrer Heese, whom the Reichsfuhrer SS had personally brought his promotion to Obersturmbannfuhrer. The Reichsfuhrer was welcomed by the undersigned in front of the recreation center. We then drove to the power plant and showed the distinguished guest the view of the entire works from the top of the large surface shelter, explaining the entire lay-out by means of a map prepared for this purpose. The Reichsfuhrer inquired about the probable starting dates, which were given as between May and August 1943. He asked why these periods could not be out still more by increasing the amount of labor employed. We then referred to the difficulties of obtaining labor and materials. When he asked why work had not yet been started on the mining installation we replied that we had not yet received a final order from the Army Ordnance Office. When he asked the reason for this, we informed him that we did not know this and that probably the Army Ordnance was not able to decide on this either because of the difficulties with supplies. The Reichsfuhrer ordered one of his adjutants to make a note of this matter.

The Reichsfuhrer further asked whether now that 3 bunk plants were already in operation we could not erect our factory buildings according to the same plans. We replied that this had been done in some cases, but that on the other hand improvements in the plant had made alterations in design necessary. He thought that if this meant a loss of time, it would

be preferable to build more quickly in accordance with the past plans and to put up with certain disadvantages in manufacture.

He paid particular attention to the prefabricated concrete method of construction, which he recommended to Obersturmbannführer HOESS for imitation in the construction camp of the SS. When leaving the Reichsführer promised us every possible assistance and invited us to let him know if we needed anything.

(page 3 of original)

20 July

Obersturmbannführer Solwers, labor assignment chief of the concentration camp, informed us that as of 21 July no more inmates will be assigned to the factory site since it has been necessary to order confinement to the camp because of danger of infection. It is not possible to tell yet how long this ban will remain in force.

.....

(page 4 of original)

24 July

During the regular discussion with the concentration camp and the Amtskommissar we asked the Commandant to use his influence to see that we receive Jews from Oberführer Schmelt. The Commandant told us that he would call the Gauleiter directly about this matter. He did not believe that there would be any difficulty.

TRANSLATION OF DOCUMENT NO. NI-14551
CONTIN'D

However it had so far not been possible for the branch office of the Minister for Munitions to eliminate the objections of Oberfuehrer Gschnelt about the employment of the Jews on our construction site.

.....

CERTIFICATE

I, Alfred H. ELBAU, AGO A 165513, herewith certify that the above is a true and correct excerpt from IGF Auschwitz "Weekly Report no. 60/61 for the period from 13 July - 26 July 1942".

(signature) Alfred H. ELBAU
Alfred H. ELBAU
US CIV. AGO A 165513

CERTIFICATE OF TRANSLATION

I, D.L. GALEWSKI, ETO 34079, certify herewith that I am thoroughly conversant with the German and English languages and that the above is a true and correct copy of document No. NI-14551 the original of which is in the German language.

(signature) D.L. GALEWSKI
D.L. GALEWSKI
ETO 34079

- END -

July 1942

Excerpt from:

Weekly Report No. 62/63
for the period from 27 July - 9 August 1942

Distribution:

Lagerkuzen: Direktor Dr. Ambros/Dr. Masfeld
Baudirektor Sante
Obering. Dr. Mach/Chief Engineer Heidebroek
Dipl. Ing. Rasch

Mechanik: Dir. Dr. Rusteisch/Dir. Dr. v. Staden/Dr. Brauns
Obering. Dr. Dierfeld/von Low
Obering. Dr. Hoepke
Dipl. Ing. Mueller, Electro-Plant

Auschnitt: Commercial Dept. (Dr. Javalabore)
Purchasing (Schmitt)
Dr. Dierfeld

2 x Social Department (Dr. Rosbach and Assistant Schneider)

Tagelager: Dipl. Ing. Walter (Glatz)

III General Plenipotentiary for Special Questions of the
Chemical Production: Breslau, Herr Franks
Kattowitz, Herr Schelmann

Page 1 of original -

27.7.

Conference of firms: The following subjects were treated:
slackers, employment of Russian female labor, employment on Sunday,
payment for work done, wages for transportation and communications.
Besides this Herr Schmitt spoke about the new supplement to the
"General Conditions for Construction dated 1 March 1942", and referred
to our circular No. 5050, attached to weekly report Nr. 60/62 and
covering the calculation of foreign workers.

Page 2 of original -

The catastrophic situation as regards barracks which has already exist-
ed for months will therefore continue. Today in camp II, for more than
3 000 persons we have only 3 huts with washing facilities. In camp III
where some 700 Polish forced laborers, 724 Croats and 1040 Russian
women are accommodated, we have no hut with washing facilities at all.
It is the same in Camp IV and V although, it is true, these are not
occupied as yet. Camp IV cannot be got ready to receive inmates since
it has not yet been possible to procure the necessary quantities of
netting and barbed wire. The lack of living quarters for employees
gives rise to daily complaints and discontent. We do not know today
where we shall put the new employees the next day when they arrive.
With each new employee who arrives the lack of office space increases.

On the one hand we have given up all idea of erecting big buildings for the administration and the requirements of social welfare (Baths), and on the other hand we are refused a supply of huts. The General Plenipotentiary for Special Questions of the Chemical Production has intervened in the matter, and -- as Herr Rohlfmann informed us on 5 August -- with hopes of success.

page 3 of original -

The lack of hygienic installations is all the more painful as there are still dangers in the camp which have not been eliminated. The well-grounded complaints of the meeting authorities about the lack of kitchen space are getting louder from day to day.

With regard to the lack of technical workers as already described we have applied to the General Plenipotentiary for Special Questions of the Chemical Production for the return of the workers given to Drax, since the period agreed upon has now expired.

The workers who have arrived in the meantime, Croats and Russian women, are not fit to raise the average quality of our working personnel or to give any substantial increase to the work-performance.

The Croats wear clothes which are completely torn, partly not of their own fault, and are indescribably dirty. There are also a number of gypsies among them whose faces would not make one want to meet them alone in the dark. In comparison to what we are used to on this building site the average work-performance of the Croats cannot be described as bad.

The Russian women who are mostly between 15 and 25, are for the most part indescribably poorly dressed. Generally they only wear a blouse and skirt and it is doubtful whether they even have only a shift underneath. They all go bare-foot as well. Their work-performance is fairly satisfactory but only when they are constantly supervised. As soon as the supervisor turns his back, all hands are idle. Nothing arouses these women out of their stolid calm, however, especially as they do not understand what is said to them. On the whole, this new acquisition does represent a factor on our building site which is actually lacked up to now.

Beneath all criticism, however, is the assignment from the firm Sotabe. 40 - 50% of this elite from Belgium and France never appears at work at all. All the methods we have tried seem to be fruitless. Even the cutting-off of food supplies has not had the desired effect, above all it is suspected that the holes allow their..... to starve. To that must be added a hyper normal..... We hope that the..... which for the last 14 days..... labor correction camps..... creates a change..... follows it is true through our own..... doubtful whether our works' security police..... to accomplish this task.

Page 19 of original -

signed: Baum

CERTIFICATE

I, Alfred H. EBAN AGO A 165513, certify that the above is a true and exact excerpt of the IOP Buchholz "Weekly Report for the Period from 27 July to 9 August 1942".

Alfred H. EBAN
U.S.Civ. A 165513

CERTIFICATE OF TRANSLATION

I, Dorothy E PLUMMER UAFET 482, herewith certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of document No. NI - 14553, the original of which is in the German language.

Dorothy E. PLUMMER
UAFET 482

Chab. G. Dr.
2p. 5

Excerpts from:

Vol. # 1993

Weekly Report No. 70/71

for the period from 21 September to 4 October 1942.

Distribution:

Lu: Dir. Dr. MEYER/Dr. BIEFELD
Baudirektor S.M.T.O.
Obering. Dr. FLOCH/HEIDERBACH
Dipl. Ing. R. SCH

Me: Dir. Dr. BUETEFISCH/Dir. Dr. v. STADEN/
Dr. BRAUS,
Obering. Dr. DUERRFELD/ von LOW
Obering. Dr. HOEFKE
Dipl. Ing. WUELLER, Electro-plant

Az: Commercial Department (Dr. Sevelsberg)
Purchase (SCHWITT)
Dr. DUERRFELD

2 x Social Department (Dr. ROSSBACH and
Assistant SCHNEIDER)
Test engineer Dipl. Ing. WALTER, Gleiwitz.

III Gebachen: Breslau, Herr FRANKE
Kettowitz, Herr ECKELMANN

Page 3 of original -

/.....

29 September.

.....

Conference of firms. In connection with the article written by Reich Minister Dr. COERBELS in the "Reich" "What is at stake", the chief of construction addressed the entrepreneurs assembled in a very serious speech to the effect that when considering the task given to us it is not the private interests which are at stake, but we too have here to make our contribution to the decisive battle fought by the entire German nation. The frequent grumblings which started on account of the Bruex workers who had returned being employed in another task were discussed accordingly. The indignation which arose on account of the calling up of labor from various road construction work for the completion of camp 4 was also discussed in this connection. The construction leadership pointed out that nothing would be able to refrain it from assigning the available labor in a way required by the carrying-out of the most important construction work which have to be completed, under all circumstances, in the spring of 1943.

Page 1 of original cont.

The representative firms are asked to understand this and it is being expressed that we all, construction leadership and entrepreneurs form a pledged community which has to reach the appointed goal under all circumstances. For this the same readiness to serve shown hourly by our comrades on the Eastern front is required.

Page 4 of original.

Herr BUEHLER talks about the possibilities to safeguard the plant against espionage and about supervision, especially of the foreigners. Inquiries are made by some construction chiefs about pressure which can be applied against workers who reportedly tried to whisk. The construction leadership promises full support.

Page 2 of original

Schedule of work on Sundays which are working days is being set up. Experience about payment for inferior work is being discussed. According to Herr FAUST, food divided up into 3 groups according to performance, will be more effective.

2 October.

Discussion with Sturmbannfuhrer BURGER and Hauptsturmfuhrer WIEKA in the concentration camp. The concentration camp has received the order from Obergruppenfuhrer FOHL to supply us with the winter clothing required by us in a sufficient quantity. This concerns jackets, trousers, coats and blouses, also overcoats, but not socks and shoes. These are presumably the civilian clothes of the admitted prisoners. The amount from this clothing is put at the free disposal of the concentration camp by FOHL.

For the accommodation of the prisoners in camp 4, which, as it is known, was to take place on 15 October, the concentration camp demands in addition a prison, several detention cells, a mortuary for 30 to 40 corpses, a dissecting room etc. Submitting the plans made by us for these buildings, it is stated that under no circumstances these buildings could be completed by 15 October and that the opportunity had been given already three months ago to report that these buildings are required. It is requested to postpone the completion of these buildings in order not to endanger the employment of the prisoners as of 15 October. BURGER states that there are no objections against this.

Page 23 of original.

Signed: FAUST.

Weekly report No. 70/71 part III/24 - 1942:
(Key date 30 September 1942.)

Page 2 of original cont.

Page 6 of original.

III. Labor allocation of foreigners.

From the foreign labor employed on our construction site the following have until now escaped, respectively were returned:

| | | | | | |
|------|------------------------------|---------|-----|---|------|
| From | 406 Eastern workers (men) | escaped | 240 | - | 59 % |
| " | 1042 " " (women) | " | 100 | - | 18 % |
| " | 217 Government General | | | | |
| | workers (men) | " | 13 | - | 6 % |
| " | 231 " " (women) | " | 3 | - | 1 % |
| " | 1076 Croats | " | 131 | - | 12 % |
| " | 1573 Belg. and French | | 424 | - | 27 % |
| " | 369 Poles of the Government- | | | | |
| | General | | 121 | - | 24 % |

A total of 16 men was returned.

Signed: SCHNEIDER.

Certificate:

I, Alfred H. ELBAU, DO # 165513, certify that the above are literal and true excerpts from I.G. Forben, a schwitz weekly Report No. 70/71 for the period from 21 September to 4 October 1942."

Alfred H. ELBAU
U.S. Civ. # 165513.

CERTIFICATE OF TRANSLATION

I, S.S. Hamburger, STO 20062, hereby certify that I am a duly appointed translator for the German and English languages and that the above is a true and correct translation of document No. NI-14514, the original of which is in the German language.

S.S. Hamburger
STO 20062

Case 6
sup. file
20

TRANSLATION OF DOCUMENT No. RI-10929
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

Exh # 1994

Affidavit.

I, Earl BLAUS, living at Heilbronn/Neckar, Friedhofstr. 60, II, born in Mannheim on the 20 April 1902, after having been duly warned that I will be liable to punishment for making a false deposition herewith declare under oath voluntarily and without being subjected to duress:

1. In 1928 I joined the IG Farben as a chemist and my first appointment was in the Oppau ammonia laboratory. From October 1933 onwards I was at the Leuna Plant. From 1937 until 1939 I was assigned by the Leuna Plant to Kurosaki (Japan) to get the nitrogen plant which the IG had built for the Mitsubishi into operating order. In July 1939 I was appointed deputy departmental chief of the low pressure plants. At the middle of March 1941 Heinrich EUTENEIER assigned me - upon the recommendation of the technical managing director, Dr. von STADEN - to fix up an installation for gas high pressure synthesis like the one in Leuna, and later on, a methanol installation for the Auschwitz Projekt of Sparte II (Sonne). Until October 1943 I worked on this job from Leuna and up to this time I used to go to Auschwitz for a few days on and about every 6-8 weeks. From October 1943 until January 1945 I took up my permanent residence at Auschwitz.

In 1944 I was appointed technical director.

2. I was kept informed about everything that happened on the Auschwitz building site through the so-called building conferences. On these occasions, the problem of inmates' assignments always came up for discussion.

3. These so-called fitting conferences were held under the chairmanship of Walther EUTENEIER in the presence of all departmental chiefs, i.e.

(page 2 of original)

manufacturing -, social-, commercial-departments etc. In this framework practically all questions were being ventilated, e.o., of course, especially those concerning inmate assignments. For instance: Foreman I reports that inmates' foreman Y or some SS-man has beaten the prisoners. Walther DUERRFELD then expressed his opinion. At these meetings he always took a firm stand to abolish any such abuses, he listened to everything and brought up many incidents for discussion himself.

4. The expropriation of the entire Auschwitz area was, as far as I know, effected by some Reich Office, the so-called Reich Trustee Office "East", and the IG had acquired the site including all farms, houses with all fittings, cattle, etc., from the Trustee Office "East". Posters had been erected on this site implying the following: This property, i.e. houses, cattle, pasture and every other kind of asset, belongs to the IG Farbenindustrie A.G. These posters were taken down later on.

5. At the beginning (1941) Otto AMEROS was in charge of the IG Auschwitz plant and was managing director in this capacity. During the time from 1942 to 1943 it practically came to this that Walther DUERRFELD functioned as managing director of the local Auschwitz IG plant under Otto AMEROS.

6. In Germany reigned, under the influence of national-socialism, the so-called principle of leadership (Fuehrerprinzip), i.e. that in the economic sector also individual persons, usually the so-called managing directors (Betriebsfuehrer), had the power of authority over the various enterprises. In these building-, works- or "Monday"-conferences the responsible head-clerks were heard in respect to their sphere of work, but the final decisions came from the managing director. Under this system - especially emphasized by Walther DUERRFELD's strong personality - Kurt EISEL and I, the other two members of the board of directors of IG Auschwitz, had but little decisive authority.

(page 3 of original)

In many cases Walter DUESSELD issued regulations and announcements himself, i.e. without discussing them beforehand. For instance, I knew nothing about the KVV-Kolonie (unit for special assignment) before it had been formed, which was done by Walter DUESSELD alone without consulting the other directors. Walter DUESSELD also put up posters concerning internal affairs of the business in his own name even when the matter belonged to some other sphere of work. I remember, for example, that at one time about 50 Russians had died of cholera poisoning, after they had got hold of some methanol, thinking it was drinking alcohol. In order to avoid similar accidents I had drafted a severe warning which I was going to publish myself, i.e. from the manufacturing side, at the "Manufacturing Synthesis". I was greatly surprised when one day I found these posters hanging everywhere signed: "The 1st Dir. Director, DUESSELD."

7.) Walter DUESSELD and I held fundamentally opposite views regarding all questions concerning the Party or the SS. I have always opposed on principle the IG's handing itself for the principle of inmates' assignments. I still recollect quite well that Max ECKST, some time after the first inmates' assignments, often indicated to Walter DUESSELD that he was against them. He always tried to make DUESSELD change his standpoint, but without success.

Otto MUELLER, who was also greatly concerned with the quick setting up of IG assignments, supported Walter DUESSELD. In several building conferences when DUESSELD pressed for a higher labor- or inmates' assignment he supported him saying: "We will do this as DUESSELD suggests."

(page 4 of original)

Otto WERS highly appreciated the technical qualifications of Walter MUEFFEL and nearly always consented to his directives. Although in many cases, MUEFFEL probably took the decision and the responsibility upon himself, he always made sure of Otto WERS' consent either before or after his decision.

Considering WERS' mentality as a man and a Christian, I was always astonished that he cooperated so much with the SS (HI 10, 1041) and that, in my view, he also negotiated about further inmates' assignments.

6.) I gained my first impression of inmates' assignments on the IG building site in 1941/1942 at my occasional visits. That inmates were working there I knew already from our so-called building conferences.

The prisoners, to some extent, looked emaciated and undernourished. Their hands were often swollen and they were garbed with blue and white stripes. At intervals they were overcoats of the same color over those. They were, no doubt, insufficiently clothed, and in my opinion must have felt cold. I was deeply moved by this sight.

In Auschwitz I heard that, especially at the beginning, inmates working on the IG building site were shot by the SS-guards while attempting to escape. I also heard that prisoners on the IG building site were mistreated by the SS-men and dogs. I heard the name of the Konowitz camp, but not its other.

But everywhere on the building site it became the IG started its influence on their staff and especially on the SS toward inmates, thus to treat the inmates humanely and to refrain from beating them. I often watched the inmates setting out on their way from the IG plant in Auschwitz, and I noticed several times that some inmates were unfit to walk and were pulled along by their comrades.

(page 5 of original)

9.) At the beginning (since spring 1941) the inmates marched, every day, from the Auschwitz concentration camp to the IG building sites and back, a total of about 10 km per day. The IG considered this a nuisance and as soon as feasible they stopped this daily foot-march. Towards the end of 1941 the inmates were taken to and from the IG sites by train.

Afterwards the IG decided in the interests of the inmates and with a view to increasing their output to accommodate them in a special camp (originally civilian camp No. 4, later called Monowitz).

The Monowitz camp was built upon Walter DUESSELD's suggestion after the matter had been discussed at the technical committee, especially with Otto LINDS and Heinrich DUESSELD and agreed upon by them. Monowitz differed from the German and foreign laborers camp of IG Auschwitz in the number of the inmates.

The IG energetically refused the SS demand for the erection of a crematorium at Monowitz. I was warned from the building conference - by Dr. F. LINDS and also Walter DUESSELD have reportedly reported about it - that the prisoners wanted to revolt in the Monowitz camp under the circumstances because they had an indescribable fear of returning to the Auschwitz concentration camp. I remember quite well that it was said that prisoners with a temperature of about 102 did not report sick for fear of being sent back to the Auschwitz concentration camp.

10.) In 1943/1944 I heard rumors to the effect that more than 100,000 people were living in Auschwitz concentration camp. I knew that prisoners there had been burned in gas-chambers.

(page 6 of original)

I also saw the Jews coming from Auschwitz, and at times I noticed an unpleasant smell. An SS officer when we asked about it declared: "We do not bury the dead inmates, we cremate them instead." Rumours were abroad at that time that human beings were dying in Auschwitz from unnatural causes.

11.) In Auschwitz I heard that the IG had bought thousands of Germans from the Auschwitz concentration camp, and sold these to their foreign laborers. I considered this immoral.

12.) I knew that on the instigation of SAUERTHEIM (IG works' police) and camp commander FILLICH foreign laborers were beaten in IG Auschwitz.

13.) The question of labor was constantly acute in IG Auschwitz; there were never enough men. Walter DUESCHKE always did his utmost to get more laborers - regardless of whether they were Germans, Poles, Slovaks, Frenchmen or inmates.

I know that Walter DUESCHKE established direct contact with the General Office for Chemistry (Carl GUNCKEL) in order to be allowed to import and get more labor.

Walter DUESCHKE also procured inmates for other U.S. and Soviet enterprises as well as for Auschwitz. In 1944 he was given a special task by the General Office Chemistry for exploiting prisoners. In the framework of this special task he tried to procure inmates for the Reichswerke Hermann Goering which operated with IG Auschwitz, besides those for Jansen and Tschentscher which belonged to the IG.

(page 7 of original)

14. Six of the Puortengrube GmbH shares were owned by the I.G.; managing director was FALKENBERG, president of the Aufsichtsrat was Heinrich BUEHNER. Other members on the board of the I.G. were Otto WEGG and COLLIER from I.G. Ludwigshafen.

Walter BUEHNER looked after the Puortengrube GmbH as far as the organization and the engineering technical sphere were concerned. He was most active and FALKENBERG noticed this very soon. Whenever he wanted any support, he therefore went to Walter BUEHNER who always helped him and, for instance, procured for him laborers from Auschwitz concentration camp for the Puortengrube, as soon as FALKENBERG asked his support in the dealings with the concentration camp.

Heinrich BUEHNER and Otto WEGG were always informed about what happened at the Puortengrube through the so-called coal conferences of which they regularly got the minutes. These coal conferences took place from 1941 till 1943; afterwards communications between Puortengrube and I.G. consisted chiefly of correspondence.

15. As far as I know, the prisoners who worked in Jenine, Puortengrube and Guenthergrube were being looked after uniformly by I.G. Auschwitz.

16. Walter BUEHNER was very ambitious. He dictated the working plan, and he saw to it that there were no breaks in the organization of the production. Personally he was a convinced believer in the National Socialist ideology. He opposed the idea I had voiced, which was to exempt the workers in good time or at least to leave the workers of the staff free

(page 8 of original)

to ship their families and private belongings to the West in peace and comfort. The evacuation works were overcast - too late - in January 1945 almost helter-skelter and the German and foreign employees, for the most part leaving their goods and chattels behind them, had to try to find connection to the West as quickly as possible, where they arrived somehow in bad shape. Without the I.G. having been notified, the prisoners were withdrawn by the SS eight days before the last Germans had left the plant and are said to have left in direction of Gleiwitz.

I have carefully read and signed with my own hand every one of the eight pages of this statement under oath, carried out in my own handwriting and signed with my own initials the necessary corrections and declare under oath that this statement is the full truth to my best knowledge and belief.

(signature): Dr. Karl BRAUS

(Notation in the English language):

Sworn to and signed before me this 23rd day of August 1947 at Nuremberg by Karl BRAUS, known to me to be the person making the above affidavit.

(signature): Benvenuto von HALLER
Benvenuto von HALLER

U.S. Civilian AGO D 432532
Office of Chief of Counsel
for War Crimes
U.S. War Department

TRANSLATION OF DOCUMENT No. NI-10929
CONTINUED

CERTIFICATE OF TRANSLATION

17 October 1947

I, Hans NICTENHAUSER, Civ. No. 20 113, hereby certify that I am a
duly appointed translator for the German and English languages
and that the above is a true and correct translation of the
document No. NI-10929.

Hans NICTENHAUSER
Civ. No. 20 113

Case 6
up
26

File # 1995

TELEGRAM

DEUTSCHE DRUCK-SPR

AUT DRK DRUCK 36/33 315

PAGES * DEUTSCHE DRUCK *

WS - 30 16 42

FRANK. DRUCK A.O. DRUCK DRUCK

W 2

REPERSTRASSE 5/4

15.11.1933

KRIFFORDIAN INVITE RESPECTFULLY TO A CONFERENCE

IN THE HOUSE OF THE PRESIDENT OF THE REICHSTAG, FRANKFURT

ON MONDAY FEBRUARY 20TH 6 O'CLOCK AFTERNOON, DURING WHICH

THE REICH CHANCELLOR WILL EXPLAIN HIS POLICIES.

PRESIDENT OF THE REICHSTAG GOERING,

REICH MINISTER.

CERTIFICATE OF TRANSLATION

I, ERNE E. UINERALL, AGO No. D-150096, hereby certify that I
am thoroughly conversant with the English and German languages;
and that the above is a true and correct translation of Document
No. D - 201.

ERNE E. UINERALL
U.S. Civilian
AGO No. D-150096

ans 6
sup 2

TRANSLATION OF DOCUMENT NO. NI-14530
OFFICE OF U.S. CHIEF OF COUNSEL
FOR WAR CRIMES.

Feb 1996

P. HAEFLIGER
Member of Vorstand
of the I.G. Farbenindustrie A.G.

Berlin-Halensee,
Kurfuersten Damm 142/143
29 July 1941
Telephone: 55453-55458
Apartment: Schumannstr. 30,
Telephone: 75995.

Strictly confidential.

(In handwriting): 8. August
(Initials): illegible.

Direktor Ziegler

Fitterfeld.

Re: Russia.

As you perhaps know, the Reich Ministry of Economy plans to appoint a "Chemie Ostland G.m.b.H." for the trustee administration of the chemical economy of the occupied eastern territories; the members of this corporation will be drawn from the Wirtu Chemie (Wirtschaftsgruppe Chemie - economic group chemistry) and a series of German chemical firms. For nitrogen, oil and bunk separate trustee corporations will be created. I have made inquiries as to what is planned in this respect in the light metal field. Up to now investigations have shown that although discussions are pending for the amalgamation of light metal interests in Russia in a special corporation similar to that of the Ostland G.m.b.H., the Reich Ministry of Economy, however, does not support this idea, owing to the partly opposing interests of those involved, like the Vereinigte Aluminium Werke and Koppenberg. In order to render the Russian light metal capacities useful as soon as possible, the Reich Ministry of Economy is thinking of putting the trustee administration and further operation of the Russian plants into the hands of groups of German interested parties who were designated from the start, with a possible dividing-up according to regions. For the rest, Professor Krauch's office is in charge of this group of questions in particular.

Heil Hitler!

(Initials):
illegible.

(signed): Haefliger.

CERTIFICATE OF TRANSLATION.

I, DOROTHY E. PLUMMER, USFET 482, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document No. NI-14530.

8 March 1948

DOROTHY E. PLUMMER
USFET 482.

(E N D)

Exh. # 1997

I.G. FARBENINDUSTRIE AKTIENGESellschaft

Office Haeffliger

Berlin-Kalensee
Kurfuerstendamm 142/43
9 August 1941.

Strictly confidential.

Direktor Ziegler
I.G. Farbenindustrie Aktiengesellschaft

Bitterfeld.

Re: Russia.

Following on the strictly confidential memorandum of the 29th instant which was sent you by Direktor Haeffliger we give you in the following a supplementary report from the W i p o. The latter, dated the 6th instant, runs as follows:

" Informations gathered again in the Reich Ministry of Economy confirms the train of thought which was already communicated in our memorandum of the 24th instant, according to which it is improbable that one can reckon on German light-metal interests being gathered together in a special holding company. On the contrary, the Russian factories in question are to be transferred to German light-metal manufacturers to be administered by them on a trustee basis. Independent of this, however, individual parties interested seem to have come to an agreement already among themselves with respect to their future tasks.

Furthermore, a similar settlement is also planned for the control of Russian light metal plants engaged in further processing, although in the opinion of the Reich Ministry of Economy things are still fairly confused here, chiefly for the reason that the information to hand on the light-metal rolling-mills, forges and plants for semi-manufactured products is incomplete, and also the further processing of light metals in Russia is said to be frequently combined with the further processing of iron and steel.

Apart from this, the Reich Ministry of Economy takes the point of view that it will not be possible to discuss in a more concrete way

TRANSLATION OF DOCUMENT NO. NI-14529
CONT'D.

until military operations are further
advanced. }

(Initials):
illegible.

OFFICE H A E F L I G E R
(signature): illegible.

CERTIFICATE OF TRANSLATION.

I, DOROTHY E. PLUMMER, USFET 482, hereby certify that I am
thoroughly conversant with the English and German
languages and that the above is a true and correct
translation of Document No. NI - 14529.

8 March 1948

DOROTHY E. PLUMMER
USFET 482.

Case 6
up 2
gtr

TRANSLATION OF DOCUMENT NO. NI-14631
OFFICE OF U.S. CHIEF OF COUNSEL
FOR WAR CRIMES.

Vol. # 1998

W.H.O. Ziegler

Bitterfeld, 8 August 1941
ZI/Poe.

Director P. Haefliger,
Berlin-Kalensee 1
Kurfuerstendamm 142/143.

Confidential
(Initials): illegible

Re: Russia.

I see from your letter of 29 July that, according to the communications you have received, the Reich Ministry of Economy and Krauch's office are to be put in charge of preparations for the trustee administration and further operation of Russian plants; in the occupied western and south-eastern territories, in every case concerning light metals, this was done by the Reich Air Ministry. Immediately after the beginning of the hostilities with Russia, therefore, we conferred with the Reich Air Ministry, but could not get them to give an opinion. It was declared in general that as far as one could see there was no question of any reconstruction of the Russian light metal plants, since labor conditions and the supplying of raw materials etc., would probably be too difficult owing to reasons of transportation. For the latter reason also it would probably only be possible to make full use of the plants for semi-manufactured products after a certain period of time had elapsed. At all events we have filed our claims by way of precaution and have thereby confirmed that we expect a certain recognition for the extraordinarily trouble-some negotiations with the Russians at the end of last year and the beginning of this.

Our interest here is concentrated on the light metal plants for semi-finished products. Since Hanover and Dueren have already received pertinent allocations in the west, we believe that it is our turn now. Amongst ourselves we feel that we should probably prefer a stripping to a trusteeship. As regards the metal foundries there is nothing in Russia for the Metallgesellschaft except a small experimental plant. The aluminum foundries, on the other hand, will probably fall to the Vereinigte Aluminium Werke (Associated Aluminum Works) or to Hansa, and in view of the fact that, as far as I have been informed, the raw material supply basis is very unfavorably situated for shipping purposes, the operation of these foundries will probably not be an unmixt joy.

With kind regards,
(stamped): signed Ziegler.

TRANSLATION OF DOCUMENT NO. NI-14531
CONT'D.

Cc: Direktor Dr. Buergin
Direktor Dr. Altwicker
Branch Office Berlin.

CERTIFICATE OF TRANSLATION.

I, DOROTHY E. PLUMMER, USFET 482, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document No. NI - 14531.

6 March 1948

DOROTHY E. PLUMMER
USFET 482.

*Canby
sup
g*

TRANSLATION OF DOCUMENT NO. NI-144521
OFFICE OF U.S. CHIEF OF COUNSEL
FOR WAR CRIMES.

Vol 1999

I.G. FARBENINDUSTRIE AKTIENGESellschaft
Electro-Metal Dept. Branch Office Berlin W 82, Lutzowplatz 11

Telephone Local: 21 93 01

Long Distance: 21 29 00

To
I.G. Farbenindustrie Aktiengesellschaft
Electro-Metal Dept.
Attention: Direktor Ziegler
S a t t e r f e l d .

| | | | | |
|-----------|--------------------|---------------|---------------|--|
| Your Ref. | Your Letter No. of | Our Ref. No/M | Report Number | Berlin W 82, Lutzowplatz 11, 15 October 1941 |
|-----------|--------------------|---------------|---------------|--|

Re Magnesium France.

We refer to your memorandum of the 10th instant. Today we had the opportunity to discuss the question of the French magnesium deliveries with Herr von Helst of the Hansen. H. also spoke recently to Oberleutnant Andreoo about them and is entirely of our opinion that the unsatisfactory way in which the agreements concerning deliveries have worked out as well as the whole attitude of the S.G.M., Pichiney and Ugine is nothing but a proof of bad will both as regards the repairs needed as well as with regard to expansion. The same difficulties which occurred at the negotiations for aluminum and alumina were avoided through the intervention of the Armistice Commission in Paris and the Ambassador, von Haxton, turning to the French Government in Vichy and unreservedly exposing the attitude of the Aluminium Francaise. The French Government in Vichy, whose policy of agreement with Germany is plainly not approved in certain industrial circles cannot after all retract, and also it holds in its hands the potential means of making its will prevail, whenever representations are made on the German side through official channels. The agreement for delivery of more than 7,300 tons of alumina to Germany has been rigorously observed up to now owing to the pressure exercised by Vichy, although on the German side there is delay in coal deliveries and this might possibly give the French an excuse to also cut certain deliveries themselves. In the prevailing circumstances it might seem expedient, before taking up negotiations with the S.G.M. at the end of the month, to contact Ambassador Haxton through the Bodden office and to inform him as

(page 2 of original)

to how things stand, so that if necessary appropriate steps can be taken on his side in Vichy should our French partners to the agreement produce all kinds of excuses again so that it is impossible to reach a final agreement on the lines we wish. It would of course be

TRANSLATION OF DOCUMENT NO. NI-14521
CONT'D.

necessary for you to inform Ambassador Hansen in detail of the course the negotiations have taken up to now and of the willingness we have shown to comprehend the French wishes. It is probable that the course of the hostilities in the East will facilitate the negotiations with Vichy, and the magnesium group in France will be questioned very closely as to its negative attitude. At the former aluminum negotiations Vichy is supposed to have sent a commission to the Aluminium Francaise to see what was possible and what was not possible. If necessary a similar step could be suggested by Ambassador Hansen, in the case of the aluminum group.

A fresh discussion we had a short time ago with Herr Thieme of the Reich Air Ministry confirmed the attitude which we already know him to hold, namely, that whatever happened, the aluminum production was to be developed outside Germany, since in view of the installations and experiences already on hand it can be put into operation in the shortest possible time. It is true that Thieme does not yet know the intentions of the new chief of office in the Reich Air Ministry, Colonel Freiherr von Gablenz (successor to Tschersich), but he believes for certain that he will adhere to the policy which has been observed up to now. Today, there is no longer the possibility that through the Armistice Commission in Wiesbaden magnesium in France will be declared an instrument of war; on the other hand, a direct complaint by official agencies in Paris to the French government seems to hold out more hopes of success, especially as all technical difficulties in the way of help to plants, supplying of quotas, guarantees for capital and sale may be considered as already clarified. It can also be taken for granted that the Reich Air Ministry will declare its agreement with any official démarche in Vichy, if in this way its goal can be reached with regard to delivery and expansion. If necessary we can clarify this question again with the Reich Air Ministry before your departure and we request your opinion in the matter.

(signature): Bollmann.

Copies to Direktor Baefliger
Direktor Dr. Altwicker
Direktor Dr. Bauer.

CERTIFICATE OF TRANSLATION.

I, DOROTHY E. PLUMER, USFET 482, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document No. NI - 14521.

9 March 1948

DOROTHY E. PLUMER
USFET 482.

- 2 -
(E N D)

Case 6
sup. info.
16

Exh # 2000

AFFIDAVIT

I, Paul HAEFLINGER, after having first been warned that I will be liable to punishment if I make a false statement, state herewith under oath of my own free will and without coercion, the following:

A. Participation of I.G. Farben in the production of magnesium and aluminum in Norway.

1. Through the medium of their Director General Aubert, Norsk Hydro repeatedly attempted before the war to obtain from I.G. Farben a license for the production of magnesium. But we were not interested, as our opinion was that although Norsk Hydro had cheap current at their disposal, they had no market for magnesium products. But during the war, after the fall of Norway, I was informed by Wehner-Andreas that a new magnesium plant was to be installed. The Reich had issued an order to that effect. The original idea of starting production in Germany seemed impossible, as the necessary current would not be available in time. The idea was therefore to revert to Norsk Hydro's old plan and to build the magnesium plant in Norway jointly with Norsk Hydro. I do not know if the German Reich order concerned such a collaboration with Norsk Hydro. The negotiations which then began between I.G. Farben and Norsk Hydro were accordingly not caused by the Reich; at any rate, I do not recollect hearing that that order mentioned Norsk Hydro by name. The German Reich guaranteed purchases. The guaranty to consist in the nomination by the Reich of the agencies to which deliveries were to be made.

It was intended that I.G. Farben should acquire 51 % of the shares of the new Norway Magnesium Company and Norsk Hydro 49 %. No provision was made for the participation of German Reich enterprises. The entire complex of agreements - some 10 or 12 agreements were involved -

(Page 2 of original)

was ready to be signed, when suddenly Koppenberg, basing himself on extensive powers bestowed upon him by Goering, intervened with a demand for the extension of the magnesium project to include aluminum - to the amount of at least 10,000 ton per annum - and 30,000 ton of argillaceous earth annually in addition. He also claimed a participation in the new company for the German Reich. As this would have exceeded my own competence I first approached Herr Schmitz. Of course, I took the opportunity afforded by my stay in Oslo to negotiate with Herr Aubert as well. Within the Farben organization itself, I discussed the fundamental questions with Duerger and Moschel, as well as with Schmitz; Moschel was still employed by I.G. Farben at the time. I did not talk to Krauch himself, but Schmitz withheld his own comments until he had discussed matters with Krauch.

Finally Schmitz empowered me to concede to the German Reich or to a German official authority a share of up to 40 %. Originally, Koppenberg had demanded at least 50 %, arguing that it was, after all, the German Reich who guaranteed the purchases. Schmitz was accommodating, as he wanted to maintain friendly relations with the Reich-controlled VIAG, which had charge of the whole of the power supply inside Germany, was a Reich-controlled enterprise as we were also completely dependent on the RLM, who guaranteed purchases, and - finally - as the RLM had given us considerable financial assistance on the occasion of previous enlargements of magnesium plants (Aston and New-Stafford).

Later on I had discussions with Herr Osajka, Ministerial Counsellor. After lengthy conversations we agreed that I.G. Farben, the RHM or an agency to be named by them (at first Nordag, then the Bank der Deutschen Luftfahrt) and Norak Hydro should have equal shares in the new corporation, meaning that each should have a third share. On this basis, the agreement was concluded, the new company being given the name of Nordisk Lettmetall.

2. In connection with Nordisk Lettmetall it appeared that the Zoppenberg-RHM group wanted a share in Norak Hydro itself as well. The reason was that the RHM group

(Page 3 of original)

wanted to prevent our exercising more influence on the new Nordisk Lettmetall Company than the German Reich. Actually, in spite of the technical division into three equal shares, we would have exercised a dominating influence, as we owned shares of Norak Hydro itself (and could therefore influence the third share which Norak Hydro was to acquire). As far as I remember, Farben's participation in Norak Hydro amounted to about 12 1/2 % at the outbreak of the war. I.G. Chemie Basel held if I am correctly informed approximately the same amount of stock. But at the negotiations with the German Reich, those shares were no longer ascribed to Farben because I believe, according to a statement made by Herr Schmitz, I.G. Chemie Basel was declared to be an independent firm. Herr Schmitz stated at a meeting of the Vorstand that the I.G. Chemie Basel shares had been sold and that relations between I.G. Farben and I.G. Chemie Basel had been discontinued.

But to our very painful surprise it became apparent that the Dresdner Bank had already purchased Norak Hydro shares to the amount of about 10 % for the Viag or the VAW (United Aluminum Works) - a company closely related to the Viag on the French market - Obviously the RHM intended to increase this stock further, as I.G. Farben was asked to withdraw from the market. I learned of this through remarks made by Ilgner. This situation was undesirable from Farben's point of view. It meant that a Reich-owned company suddenly penetrated into Norak Hydro, and Schmitz was extraordinarily touchy on this point. He wanted to have Nitrogen to be treated separately; and he did not want a strange firm like Viag in Norak Hydro. Only on the basis of the following agreement was Schmitz eventually able to prevent at least VAW from appearing as share-holder in Norak Hydro: Contrary to its previous resistance, Farben declared itself prepared to concede a license to VAW and a quota for the production of Magnesium metals. In return, the RHM stated that it was prepared either to acquire the Norak Hydro shares

(Page 4 of original)

itself, or to have them acquired by a Reich Agency, and not to leave them in the possession of VAW or Viag. We thought that by far the lesser evil would be to have the German Reich or the RHM as partner in Norak Hydro. If VAW had obtained possession of the Norak Hydro shares it would have kept them for good. The character of Dr. Westrick, who managed the VAW, left no doubt of that. The RHM, on the other hand, expressed its willingness - though not in binding form - to part with the shares some day. There seemed to be hope therefore that Farben would be able to acquire the shares in case of their being reprivatized.

B. Norak Hydro Proceptive rights.

The financing of Nordisk Lettmetall involved an increase in the

capital stock of Norak Hydro. I am not acquainted with the details of the agreement relating to the preemptive rights (i.e. the right of the old Norak Hydro share-holders to buy new shares). The department responsible for dealing with this transaction was the financial department under Hignor. I was advised that the French share-holders of Norak Hydro were given an opportunity to sell their preemptive rights at a fair market price. The preemptive rights themselves could not be exercised by them since they were not given an opportunity of transferring Norwegian Kroners. Whether this led to diluting the French majority, i.e. whether the French shareholders, after the capital stock was increased, owned but a minority share in Norak Hydro, I cannot say. Herr Schmitz held all the strings in his hands. But he was very secretive in this respect, and I do not recollect his discussing the holdings - i.e. the distribution of the shares - in the Vorstand.

I have carefully read each of the five pages (5) of this declaration and have signed them personally. I have made the necessary corrections in my own handwriting and initialed them and I declare herewith under oath that I have given the full truth to the best of my knowledge and belief.

(signed) Paul HAEFLIGER
/t/ Paul Haeffliger

Sworn to and signed before me this 23 day of April 1947 at Palace of Justice, Nurnberg, Germany, by Paul Haeffliger, known to me to be the person making the above affidavit.

(signature) Randolph S. NEWMAN, Attorney
U. S. Civilian, D-397712
Office of Chief of Counsel for War Crimes
U. S. War Department

CERTIFICATE OF TRANSLATION

I, MORA A.M. MACLEOD, MEF 34387, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the Document No. NL-8972

MORA A.M. MACLEOD
MEF 34387

(E N D)

Case 6
sup. 86

TRANSLATION OF DOCUMENT No. NI-5070
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

Exhibit 2001

Minutes of the Austria Meeting on 19 April 1938.

Present were Messrs.:

| | |
|-------------|----------------------------|
| KUEHNE | I.G. Leverkusen (Chairman) |
| HAAGER | " |
| RAEFLIGER | I.G. Frankfurt |
| WIESS | " |
| ILGNER | I.G. Berlin NW 7 |
| KRUEGER | " |
| FRANK-FAHLE | " |
| SCHILLER | " |
| v. MEISTER | " |
| GIERLICH | " |
| WAGNER | " |

Reports by RAEFLIGER, HAAGER and SCHILLER, some of which were already in writing and some delivered again during the meeting, revealed that the Party as well as the authorities in the Reich proper and German Austria have no fundamental objections to our long cherished plan of uniting the chemical industry of Austria, that is, the DAD, or Deutsch-Matrei and SWW, and that they recognize our presence in the business management of the two enterprises, which came about in accordance with the wish of the gentlemen in charge there, as a logical development. However, we cannot count on the necessary permits for new establishments, acquisitions of shares, the conclusion of leases, and options in the next few weeks because they want to maintain the existing economic blocking order 100% if possible. On the other hand, however, in order to continue to operate the works it is necessary to form committees in the Vorstand and the management of SWW and Deutsch-Matrei that are capable of action.

(page 2 of original)

Therefore, KUEHNE declared that he was ready to make Dr. HACKHOFER (German-Austrian and up to now acting factory manager of Uerdingen) available for the active technical management of SWW as well as Deutsch-Matrei.

ILGNER proposed to ask Dr. Paul MUELLER to agree to get HACKHOFER and SCHILLER appointed as members of the Vorstand of Deutsch-Matrei and at the same time of LANDECK and WACHAM.

Just now it does not seem expedient to present a second member of the Vorstand at SWW; however, since we have HAAGER in mind for the Verwaltungsrat of SWW, for which a new election is to be held in an extraordinary general meeting on 2 May 1938, and he will be delegated by the Verwaltungsrat to manage the business and is to be entrusted with the technical direction of the enterprise, he can be immediately relieved by HACKHOFER.

I.G. has been asked by the Kreditanstalt to make further proposals for replacements on the Verwaltungsrat of the SWW. SCHILLER will appoint KUEHNE and RAEFLIGER to JOHAM, and report to Frankfurt, or Berlin, as to whether contact with NEUBACHER and VERSENMEYER results in further proposals, especially for German-Austrians.

(page 2 of original, cont'd)

The following posts as plant manager must be filled:

- 1.) At Deutsch-Matrei BRUNCKEL Plant, Suggestion: Dr. RAINER
LANECK Plant, Suggestion: Ing. MOESERBACHER
WAGRAM Plant, Suggestion: Dr. ADLER.

HAEGER is to make the necessary decisions on the spot.

(page 3 of original)

- 2.) At SWW, Moosbierbaum Plant
Liesing Plant
Leopoldsdorf Plant.

Here no suggestions have yet been made. It seems possible, however, to have recourse to personnel already on hand. This decision, too, is to be made by HAEGER on the spot.

Only brief mention was made of personnel changes at Anilin-chemie and replacements that might possibly be necessary in the purchasing department, bookkeeping department etc. of Deutsch-Matrei and SWW. SCHILLER will get the necessary decisions about this at Frankfurt or Berlin directly.

Besides that a detailed discussion took place about the possibilities of a concentration of the various firms in German Austria and about a general reorganization of our industrial interests in Southeastern Europe, in so far as the new situation, i.e. the incorporation of German Austria in the Reich, makes this necessary.

Plans which had been discussed earlier to give up one or the other sphere of influence connected with the DAG and exchange it for a more active share in the Austrian enterprises were dropped.

KRUEGER was instructed to follow up the possibility of acquiring the minority shareholdings of the Pest Hungarian Commercial Bank in the DAG Bratislava, during his visit to Budapest next week. If this attempt should fail, he is to investigate the possibility of a pooling agreement with the Hungarians about the joint ownership of the DAG Bratislava shares and the leasing of the Austrian plants of DAG Bratislava. In view of the fact that it is still quite uncertain whether a merger or a lease will take place and whether the individual companies and their present managements will be retained,

(page 4 of original)

the preparation of a list of suggestions for filling the Verwaltungsrat of the new company (Oetmark Chemie) was postponed for the time being.

On the other hand an investigation is to be made now of to what extent personnel and administrative changes are necessary in the Southeast European subsidiaries of DAG Bratislava and in the latter itself.

TRANSLATION OF DOCUMENT No. NI-6070
CONTINUED

(page 4 of original, cont'd)

At present no definite reply can be given to Aussig's proposal to exchange Aussig shares for DAG shares.

FLOWER undertakes to discuss the possibility of purchasing Aussig shares with Geheimrat SCHMITZ. Documents showing the importance of all the Aussig interests will be prepared in Berlin and Vienna as soon as possible.

signed: FRANK-FAHLE.

CERTIFICATE OF TRANSLATION

18 June 1947

I, John B. ROBINSON, Civ. No. X-046 350, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the document No. NI-6070.

John B. ROBINSON
Civ.No. X-046 350.

- 3 -
"END"

Can 6
sep 6
gsh.

TRANSLATION OF DOCUMENT NO. HI-14503
OFFICE OF U.S. CHIEF OF COUNSEL
FOR WAR CRIMES.

File # 2002

I.G. FARBENINDUSTRIE AKTIENGESellschaft, FRANKFURT (MAIN) 20

Copy: Ministerialrat Dr. Bohl, Frankfurt/Main
Direktor Dencker, Frankfurt/Main
Direktor Dr. Fischer, Berlin NW 7
Dr. Kersten, Central Finance Administration, Berlin NW 7

| | |
|-----------------------|-------------|
| Our Reference | Date |
| Legal Dept. Chemistry | 1 September |
| Dr. NW/Htk. | 1938. |

F i l e - N o t e

Re: Handling of the organization Austria during my
absence.

1.) Purchase of stock of Deutsch-Watrel.

Dr. Kersten in charge. Agreement finally reached with
Herr Philipp. The foreign exchange authorization is
already promised. Dr. Kersten must conduct the
implementary negotiations.

2.) Purchase of stock of Skoda-Wetzlar.

An agreement has been reached for the acquisition of
the stock between us (Direktor Dr. Fischer) and the
Oesterreichische Creditanstalt (Direktor Dr. Pfeiffer).
Rate: 180 %. The Austrian ministry of finance has
vetoed this, as long as an agreement has not been
reached with regard to the stock of the Blumau
Explosives Plants which is in the possession of Skoda-
Wetzlar. A draft of the agreement has already been
planned and will be worked out by Ministerialrat
Zeldelbank (Army Ordnance Office) in concurrence with
Direktor Fischer and Direktor Dr. Meyer (Troisdorf).
As soon as this agreement has been safely drawn up
the Austrian ministry of finance will withdraw its
veto and then the transfer of the Skoda-Wetzlar stock
can be effected by the Oesterreichische Creditanstalt.
Dr. Kersten and attorney Dr. Richter, Vienna, are
informed in the main and in case of necessity must
supervise the operation.

3.) Conversion of balance-sheet.

Dr. Winterberger is put in charge of the preparatory
work.

(page 2 of original)

4.) Fusion.

The fusion cannot be planned until the new values have
been established on the balance-sheet; further, tax
legislation for Austria must also be waited for. In the
meantime the unification of the management of the
plants is to be guaranteed by an agreement pertaining

TRANSLATION OF DOCUMENT NO. NI-14603
CONT'D.

to community of interests and plant-management. A draft of this has already been sent to all participants, especially to Dr. Hackhofer, Dr. von Pongratz and attorney Dr. Richter. As soon as the transfers of Skoda-Wetzlar and Deutsch-Matrei stock have been effected this interim agreement must be completed in the form of a memorandum (cf. my letters to attorney Dr. Richter, Dr. Hackhofer and Dr. von Pongratz dated 31 August 1933).

5.) Continental Corporation for Applied Electricity.

As a result of an exchange of views between Direktor Bachmann and Direktor Dr. Fischer this corporation will probably be left out of the fusion. Apart from the fact that as a Swiss corporation it could not be included legally in the fusion all idea of a sale or lease of the plant is to be rejected.

6.) Liquidation of the Anilinchemie A.G.

Dr. Neuske has taken the necessary steps.

(signed): Dr. Mayer-Negelin.

CERTIFICATE OF TRANSLATION.

I, DOROTHY E. PLUMMER, USFET 432, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document No. NI - 14603.

3 March 1948

DOROTHY E. PLUMMER
USFET 432.

(E N D)

Case 6
reps. 26

TRANSLATION OF DOCUMENT No 21 - 2969
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIM

Exh # 2003

FILE MEMORANDUM

for Dr. KUGLER

| | | |
|------------------|-----------------|---------------------|
| Re: | Our Ref.: | Berlin LW 7 |
| Polish dyeplants | Dept: Eco / Bus | Unter den Linden 82 |
| 1 | | 10 September 1938 |

On the occasion of a visit of Regierungsrat HOFFMANN in the RWM (Translator's Note: Reichswirtschaftsministerium, Reich Ministry of Economics) on the 9th inst., HANFLINGER and PRETZEL, in accordance with the teletype message addressed to Dr. KUGLER by the Direktionsteilung Farben, discussed with him the problem of the availability of experts for the maintenance of the commercial and technical operations of the Polish dyestuff plants falling into German hands.

Regierungsrat Hoffmann said on this point that, in the case of the above mentioned dye-stuff plants, the RWM on principle and for the moment did not see any necessity for the appointment of supervisory commissars (Kommissarischer Aufsichtspersonen) or other experts who could intervene in the plants. With these factories there was neither the danger that valuable stocks or intermediates would be removed to foreign countries, nor an immediate necessity of specially directing the production. Since, on principle, enemy property, too, should be utilized with great care, neutral property, as that of the dyestuff factories at PASJANOWICE and at WINKLA, should be handled with much more caution. In the course of conversation, however, Regierungsrat Hoffmann indicated that the RWM would raise no objection against trustees or other supervisory authorities appointed by great neutral shareholders in order to assure that the management is suitably carried on in the technical and commercial field. What steps were to be taken later on regarding the exclusively Polish dyestuff plants had to depend on the future development.

Mr. HOFFMANN was informed of Dr. v. SCHMIDT's intention to come to Berlin in the middle of next week and to discuss matters personally with Messrs. Nolert and Hoffmann.

Names and addresses of our representatives at Lodz, and the address of Mr. Bruno FRIED, Warsaw, were given to Mr. HOFFMANN.

Mr. HOFFMANN has informed Dr. v. SCHMIDT by telephone, as well as by a letter, about the result of the conversation. MUELLER is expected to arrive in Berlin for next week and to discuss the situation with the RWM.

Signed: [Signature]
KUGLER

CERTIFICATE OF TRANSLATION

JOHN J. BOLL, AGO No A-44412, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No 21-2969.

JOHN J. BOLL
U.S. Civilian
AGO No A-44412

(E N D)

Case 6
up
96

TRANSLATION OF DOCUMENT NO. NI-14662
OFFICE OF CHIEF OF COUNSEL FOR WAR
CRIMES

File # 4004

Dr. C. Bosch

Heidelberg, 28 November 1933

To
Director P. P. Haefliger

Frankfurt a. M. - 20

Dear Mr. Haefliger,

From the Frankfurter Zeitung of the 17th of this month I learn, that the Swiss Federal Council has decided to nominate you as Consul in Frankfurt. I see myself compelled to point out to you, that for the acceptance of such a post, the consent to the Aufsichtsrat is needed, which under normal conditions it would undoubtedly have given. But now, as various negotiations of a strictly confidential nature with the German Ministry of War and yours are taking place, especially also in the emergency department, I cannot imagine, that this may not cause us to have difficulties with the Government, after this announcement has appeared in the press.

I request you to inform me, whether the Swiss Federal Council has previously asked you, whether you would be ready to accept the post of Consul.

With best regards

(signature:) C. Bosch

CERTIFICATE OF TRANSLATION

I, JOHN J. ROLL, AGO No. 44412-1, hereby certify that I am thoroughly conversant with the German and English languages, and that the above is a true and correct translation of document No. NI-14662.

JOHN J. ROLL
U.S. Civilian
AGO No. 44412-1

Check
sp. g. 26

S

TRANSLATION OF DOCUMENT NO. MI-7387
OFFICE OF U.S. CHIEF OF COUNSEL
FOR WAR CRIMES.

File # 4005

22 March 1933.

Ann. Del. Gr. Uff. Carlo Ferrario,

Milano (13)
Viale L. Maino 20.

Dear Mr. Ferrario,

Thank you very much for your friendly
letter of 10 March.

As to my visit in Milano, I shall
probably not be able to come there before the second
half of April, and I assume that a postponement up to
that time is still possible.

With the turn the political events
have taken here in Germany, I am exceedingly satisfied.
I am convinced that the new regime under Hitler will
deepen the sympathies which have always existed between
Germany and Italy. Fascism under Mussolini has accomplished
admirable results in your beautiful country, and I have
always envied Italy her Duce, in the hope that there will
be a time when Germany will likewise be presented with
a personality like that. If now, under Hitler, Germany
restores her order and only remotely approaches Italy's
upstart under Mussolini, then together we shall face
happier times.

With kindest regards,

Yours,

(stamp): signed Haefliger.

CERTIFICATE OF TRANSLATION.

I, ELVIRA RAPHAEL, AGO B 397972, hereby certify that I am
thoroughly conversant with the English and German
languages and that the above is a true and correct
translation of Document No. MI - 7387.

2 March 1948

ELVIRA RAPHAEL
B 397972.

(E N D)

Case 6
up 4/6

TRANSLATION OF DOCUMENT No. NI-4444
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

Exh # 4006

(Handwritten) recd. Initials or date.

| | |
|--|--|
| P. HAEFLIGER Deputy Member of the Vorstand I.G. Farbenindustrie Aktiengesellschaft | Frankfurt am Main, 1 December 1934 Office: Gruesburgplatz Tel.: 35453 - 35458 Residence: Schumannstrasse 39 Tel.: 95993 |
|--|--|

Strictly Confidential

Registered.

Director E. WERNER-ANDERER,
at present Berlin-Wilmersdorf
Lindemann-Klinik/Lindemann-Strasse.

Dear Mr. WERNER-ANDERER,

I was kept constantly informed of the progress of your recovery and am pleased to learn that, after the swelling had been reduced, your injured leg could be put in plaster of paris so that, in a short time, your removal to Frankfurt can be considered. I hope that you feel assured that here everything is going on as usual. We will realize that now, more than ever before, it is necessary for us to make every effort to overcome the difficulties which present us with new problems every day.

In the first place may I say with some satisfaction that our achievements in the Chemical-Sparte are indeed being appreciated. Amongst other things it was an unexpected and therefore an even more pleasant surprise for us that the successful work of our Sparte was particularly emphasized in Geheimrat SCHMIDT's comprehensive report at the last meeting of the Aufsichtsrat. He stated, inter alia, that the Chemical Sparte was distinguished from the others by the fact that it had commercial relations with almost every branch of industry and that these manifold activities warranted a sound development of this sector in the re-organization of the entire economy.

We, who work actively every day in this sphere, know best how great are the worries which weigh upon us and against what difficulties we have to struggle constantly, not only to keep pace with development but to devise all possible means of exploiting new possibilities. Our long years of experience show us that, in the course of time, particularly in our extensive field of activity, many important products come to a dead end either as regards price or in other ways.

(page 2 of original)

and that, if we did not continually ensure that new products are developed we should be unable to continue to produce such successful results. I have also established, amongst other things, that if we apply the price levels of 1929 - our record year up to the present - to our present quantitative turn-over, we shall, in 1934, have attained at least the same successes as in that year and probably even have surpassed them. This means that with many of our main products we are approaching the limits of our present production capacity. Since, with regard to the increasing percentage of production taken up by our home trade, we are much more likely to have to reckon with a reduction rather than an increase of prices, it is quite evident that if we do not decide to make the necessary investments for expansion, in the case of products which can be developed, we shall be unable, financially, to maintain this year's balance which should exceed that of last year by about 20%. Fortunately I have no reason to believe that this logical conclusion is being disregarded by I.G. It is quite obvious it is our duty to prepare these projects with the greatest thoroughness, taking into consideration also the possibility that only temporary, additional requirements are involved.

In the foregoing statement I have intentionally gone into detail in order to state the reasons for my conviction that our Sparte, in view of its character, must be the most highly commercialized Sparte of the entire I.G. and that the greatest commercial adaptability, ability to make quick decisions and versatility must be demanded of us. This year's balance should show that we can cope with these demands. I am proud of having been permitted to participate in the great tasks of our Sparte and I feel that the 25 years experience of which I was already able to make use at a comparatively early age has possibly begun just recently, and will continue in the future, to exert a stronger influence that is beneficial to the firm. On the other hand it has become clear to me, particularly this year, that I can only continue to carry out these tasks if I am relieved of the daily worries which weigh heavily upon me. I have kept silent for a long time but think that the time has now come to speak quite frankly about these things.

(page 3 of original)

When in May, as a result of influenza contracted on my last journey to America, I was forced to take long leave, a physician at Wildbad, under whose care I was, recognized that my state of health was not due solely to physical causes but that there must also be a psychological cause, which is, in fact, the case. There are two reasons for my condition:

(page 3 of original, cont'd)

1) I feel that, for some time, I have been pushed into the background. I must, indeed, look on whilst many of my colleagues and new young men are promoted over my head. For instance this year no less than 8 gentlemen were promoted from Deputy Member to Full Member of the Vorstand. At the last meeting of the Aufsichtsrat it was announced that Dr. ALTER had also been appointed, post festum, a full member of the Vorstand. The only outward sign of recognition shown to me is the fact that Geheimrat SCHMIDT informed me recently that I was permitted to attend the meetings of the Working Committee (Arbeitsausschuss). I assume, however, that that will not be as an official member of this committee. I am convinced that, if I have been neglected in these promotions, it can be attributed to the so-called ideological plan which, if I am correctly informed, provides altogether for only one member of the Vorstand from the Chemical Sparte. This schematic plan had a depressing effect on me as, in these circumstances, I must consider myself to be only a tolerated and somewhat superfluous member of the Vorstand. I regard it as an unbearable situation that a sales Sparte of such a multifarious nature as that outlined above should be so poorly represented in managerial spheres. It is a fact that, to-day, each of our Sales Departments comprises an enterprise which, if established as an independent firm, would require an extensive Vorstand and Aufsichtsrat of its own, whilst these departments are at present mainly controlled by Prokurists and Handlungsbevollmächtigte. By that I by no means wish to say that I am making a plea for the promotion of the individual department heads but it is quite clear that the people who are in charge of these sales departments should receive a rank appropriate to the position. When I run through the present list of the members of the Vorstand I find that the Dyes Sales Sparte, for example, has at least two representatives on the

(page 4 of original)

Central Committee, also 3 Full Members of the Vorstand and, furthermore, 3 Deputy Members of the Vorstand. I think, therefore, in view of the development of our Sales Sparte, that it would not be unreasonable for us to have an additional Full Member of the Vorstand and to promote Herr HOFSTADT, for example, to Deputy Member of the Vorstand. As regards my own special wish to become a Full Member of the Vorstand, I think that I should not be able to suffer because several gentlemen of the technical and commercial personnel who have already belonged to the Vorstand for a long time have also not been promoted for, on reading through the list you will find that in each case these gentlemen are only in charge of certain,

TRANSLATION OF DOCUMENT No. NI-4644
CONTINUED

(page 4 of original, cont'd)

clearly defined sectors, whilst, in my case, my activities are far more comprehensive with regard to external relations. Our business involves for us all a great deal of travel so that, altogether in the course of the year I am, for a very considerable period, the sole representative of the Sparte. It should also not be overlooked that the fact that the Rayon Sparte and the Pharmaceutical Department are each represented by only one commercial Member of the Vorstand should reflect upon our Sparte, for in each of these two cases a Sparte is involved which deals with a self-contained, special field and which, for all its economic importance, does not require the same type of representation as we must have for our numerous activities.

2) But I also feel myself to be financially burdened. The argument will certainly be brought forward that the income of the Vorstand is very considerable and that one could hardly speak of distressed circumstances. But here it is simply a question of whether the members of the Vorstand of I.G. consider a higher standard of living justified or not. I, personally, have never made great demands for my own subsistence. Also, during the 25 years that I have belonged to the firm I have never applied for a residence, a car, etc. Up to two years ago, for example, I lived in a simple, one-storied apartment whilst all my colleagues lived in villas. When I decided to purchase my present house, Schumannstrasse 39, I particularly hoped, in my leisure hours, to enjoy a little fresh air and exercise in the garden adjoining it; for, as I do not usually return home until late in the evening,

(page 5 of original)

I never really got out into the open air, much to the detriment of my health. In spite of that I did not wish to buy the house but only to rent it. Just at this time, however, the regulation was introduced, as a result of the new ordinances, that the firm must demand the return of the payments advanced against dividends. Thus a very hard time began for me. You will remember that we were expressly permitted by the Chairman of our Aufsichtsrat to draw, in the course of the year, advances up to 75 % of the last year's dividends, because, after all, the fixed salary and more had to be paid in taxes. I kept within the bounds laid down in that expressly given permission but, from one day to the next, I found myself forced into the position of having to provide the Landerbank with security for over RM 70,000.-- I could only do that by buying the house on favorable terms in order to arrange a security mortgage in favor of the Landerbank.

(page 5 of original, cont'd)

I was very unlucky with the property which I had so painstakingly saved. During my journey to South America the Frankfurter Allgemeine Versicherungs-A.G. crashed and, thereby, I lost investments, to the amount of RM 130,000.- which I had not considered to be in any way speculative. On account of my being away on business I was not in a position to take steps, when the first rumours circulated, to reduce, at least, my losses. As a result of the fall of I.G. shares and the general level of exchange rates I suffered further heavy losses so that, to-day, my capital has been very considerably reduced. After these misfortunes I attempted, naturally, to reduce my standard of living. In this respect I have done everything that I possibly could. I calculated that I should be in a position to pay off, gradually, my debt to the Leanderbank as well as the high interest of 5 % and, in this calculation, took into account, to a great extent, the tax reduction promised for the spring. We were, unfortunately, badly disappointed in this respect. Furthermore, in this year, I had considerable expenses to defray as a result of my illness. A statement that I drew up recently shows me that it is impossible to carry on in this manner and I feel, also, that further developments

(page 6 of original)

in this direction will place me, in a few years, in a very precarious situation. Since my eighteenth year I have earned my own living and have never had to ask help of others and this situation weighs more heavily upon me because I can not bear this burden much longer without seriously impairing my health. The intensive work during the day enables me to forget this burden during business hours but at home I have, for some time, been suffering from severe mental depression which is now, unfortunately, beginning to have its effects on my wife. Whilst I am continually attempting to shake off these worries by heavy work my present mental state has such an effect on my impressionable and sensitive wife that I am now extremely worried about her. I owe it to myself and to her to pocket my pride and explain my situation to you quite frankly.

Here is my budget:

| | |
|---|--------------|
| Salary..... | RM 26.000.-- |
| Allowance for expenses..... | RM 8.000.-- |
| Commission (1,2 % on RM 47.600.000.--)... | RM 57.120.-- |
| | <hr/> |
| | RM 91.120.-- |

TRANSLATION OF DOCUMENT No. NI-4444
CONTINUED

(page 6 of original, cont'd)

Expenses:

| | | |
|------------------------------|--------------|--------------|
| Taxes: Income Tax..... | RM 17.185.-- | |
| Wage Tax on Commission..... | " 5.200.-- | |
| Wage Tax on Salary..... | " 2,722.-- | |
| Civic Tax..... | " 3,000.-- | |
| Unemployment Relief..... | " 1,800.-- | |
| Church Taxes..... | " 3,153.-- | |
| Rent Tax..... | " 4,525.-- | |
| Winter Relief Work..... | " 585.-- | |
| Motor-car Tax for 1 car..... | " 476.-- | RM 38,647.-- |

| | | |
|---|----------|------------|
| Interest: on debt to the Leenderbank 6% | | |
| on M. 153,353.- for the year 1934..M | 9,301.-- | |
| less dividends on M 15,000 I.G. | | |
| shares deposited there.....M | 945.-- | " 8,356.-- |

| | | |
|---------------------------------------|----------|--|
| Insurance: Life-insurance premium for | | |
| M. 50,000.- and other | | |
| insurances....." | 3,247.-- | |

| | | |
|---------------------------------|---------|--------------|
| Maintenance obligations: | | |
| 1) for my daughter in Amsterdam | 1,600.- | |
| 2) for my 2 children in Sydney | 1,600.- | |
| 3) for my ward (nephew/orphan) | 2,000.- | " 5,600.-- |
| | | RM 55,850.-- |

Thus there remains from the above income for this year

(page 7 of original)

RM. 35,270.—. During this year, however, I had other extra expenses for physicians and treatment at health resorts amounting to RM 8,100.—, trousseau for my daughter's marriage RM 10,000.—, so that, for 1934, there remain only RM 17,000.— for my living expenses. If, for the future, I take into account RM 15,000.— for non-recurring expenses I arrive at an amount of approximately RM 23,000.— which will be at my disposal. In this I have not taken into account the repayment rates on the debt with the Laenderbank which I ought to fix at at least RM 10,000.—. It is obvious that I cannot maintain my household on RM 23,000.—.

I should like to state further that, up to the present, my activities as Consul have not demanded any financial sacrifices on my part as I am able to cover all appropriations, support for distressed German nationals and associations from small payments I receive from the Consulate under the tax regulations.

I know that, here in Frankfurt, I am the lowest paid member of the Vorstand and I have reason to believe that Herr HOLM, for example, received a higher salary. You, yourself, will be able to judge whether this is just. I was also deeply hurt by the fact that, on the occasion of the 25th anniversary of my entry into the business, I was rewarded with a sum which, in comparison with the work I have done, was extremely modest. You will remember that we paid, for example, the manager of one of our subsidiary companies, in appreciation of his services in a small but profitable, special sphere, a sum many times larger than was paid to me.

Consequently I find myself to-day in the position of having to draw money from my small remaining savings despite often to twelve hours daily work which is often extended to Saturday and frequently to holidays.

I am very reluctant to refer to some of my recent meritorious services and if, despite this, I do so it is only to explain my whole state of mind and to prove to you that I have now reached the stage where I can overcome even this modesty.

1) Alumina agreement with GIULINI: It was a hopeless case. I was advised, in general, against bringing the matter up at all, but I succeeded, nevertheless, in inducing GIULINI to pay a considerable indemnity which, up to now, has brought us in RM 351,000.— and which will bring us in a further RM 180,000 by the end of 1936.
(page 8 of original)

2) Contract with Mond NICKEL Co.: I helped, in a responsible capacity, to conduct the decisive phases of the negotiations for this most important contract and I think I may say that the whole structure of the contract, particularly the 10% participation in the world market, was my idea. In recognition of this, together with Dr. GAUS, was asked to sign the basic contract. There can be no doubt that, three months later, it would have been impossible to conclude this most important contract and the fact that we were able, at the eleventh hour, to settle this contract satisfactorily can only be attributed to the intensity with which I conducted the commercial negotiations.

(page 8 of original, cont'd)

3) In the establishment and renewal of numerous international agreements.

I played a decisive part, inter alia with regard to potassium chlorate, sodium chlorate, phosphorous and, in particular, chromates. Furthermore there were the difficult international contracts concerning iron alloys all of which meant difficult tri-lingual negotiations. The international sodium sulphide agreement was brought into being solely through my initiative. In the one year of its existence it brought us an increase in receipts of several thousand marks and collapsed only as a result of the dumping competition of the Russians.

4) Cerium ignition metal: I wish to make only a brief reference to this. It is a special sector of which it is better not to speak too much. It is, in any case, a fact that, when this product was assigned to me, we had to take over a business that was being run at a loss. Through the creation of the International Syndicate of which I also took charge at that time we attained a quite unprecedented increase in profits so that, from that time, our profits amount to many millions. Even to-day we are still making over one million Marks net profit per year. You know, too, that greatly to our advantage, I succeeded only last year in removing a threat to this special sector by buying up the quotas of the other German members.

5) Vulcanised Fibre and Triolin also form a special chapter:

They were handed over to me, at the time of the transfer from Cologne-Rottweil, in a rather poor condition from the commercial point of view.

(page 9 of original)

As you know we were able to establish the first-named product on a firm basis by amalgamation with Herder and the formation of an international price syndicate. We have now passed this product on to Troisdorf as a line in which we are mutually interested. The prospects are good in every way. In the case of Triolin, however, we were able to conclude, in good time, the important agreement with DIETIGHEIM which transformed the previous loss into a handsome and secure profit. During this year DIETIGHEIM is expected to pay approximately RM 400.000.

6) In the formulation of the well-known Rustgers-Silesia Agreement.

I was also able to play a decisive part.

7) The "Pen-Chlor" Foundation in Philadelphia which will, in the future, undoubtedly develop very satisfactorily, may also be credited to my account.

8) In the important Magnesium sector I was also successful in preparing the ground at the right moment for an understanding with Dow without which, as subsequent events proved, we should have been

(page 9 of original, cont'd)

completely at a loss to cover civilian demands. By means of appropriate representations I was able to prevent Dow from learning of our difficult position and thus we were enabled to obtain large quantities, which we urgently needed to fulfil our obligations, at an extraordinarily cheap price.

9) Last summer I took up energetically the problem of the exploitation of hemp-wood, laid down the regulations according to which we wish to work and made the appropriate preparations.

10) At present I am engaged in developing the official organisation of the metal sector for the production of refined steel. My proposals and ideas which I recently expounded to Professor Dr. LUEER and Commissar Dr. LUEKE were very favorably received and should be approved by President SCHACHT during the next few days.

11) Quite recently I have made a special study and taken stock of the possibilities afforded by scrips, blocked Marks (Sperrmark), special Marks (Sondermark) and compensations, in particular in connection with the continuance of our exports to America and have succeeded in finding a unique way of safeguarding us against the dumping regulations.

12) Recently I have also directed my attention towards the Japanese problem and Herr KEMP's journey to establish the first contacts was made at

(page 10 of original)

my instigation. Initially it led to an understanding with regard to oxalic acid. A similar agreement for potassium chlorate and possibly also for phosphorus may be expected shortly.

Finally may I also remind you that, after the resignation of Herr HOLM, the S-sector, which was formerly under my control for many years, was re-assigned to me thus further enlarging the scope of my activities.

The above is only a small section of my work as a whole. As you know I also work on the Propaganda and Publicity Committee. I am also in charge of a special fund for new products that are to be placed on the market and, further, of a special fund for subsidizing exports in such cases where blocked marks, scrips, etc. are not sufficient but where the maintenance of exports appears necessary in order to conduct successfully a long-term policy.

I cannot deny having the impression that the setback that we suffered with the Veredlungsgesellschaft fuer Oel und Fette m.b.H. is being held against me. In this respect I can only say that it is proved by the records that the poor results in this special field cannot be blamed on the business man but were due, in this case, to technical failures. At that time the commercial administration was specifically authorized by a committee resolution (Protokoll) to proceed, on the commercial side, with the greatest of energy. The plants which were subsequently erected in a short time - over 20 - led, as you know, to repairs and demands for indemnities which swallowed up the handsome commercial profits and, over and above

(page 10 of original, cont'd)

that, also caused appreciable losses. In addition, however, this decision was made during my absence on my journey to South America from which I did not return until five months later. On the other hand I believe that I succeeded in arranging the liquidation of this unfortunate company in a manner favorable to us. At all events it is certain to-day that we shall save, on the reserves put aside by us, many hundreds of thousands of Marks and in future also, without any risk for us, we can expect some proceeds, though they may be small, from the new company which, as is known, was taken over by the DAMAG. I should, therefore, very much like to ask that this failure no longer be charged to my account.

What is to happen now? I can, of course, reduce my standard of living still further but, after careful

(page 11 of original)

consideration, only by leaving my house and returning to a modest one-story apartment. It is a necessary condition, however, that the house be taken over from me. I must then dispense also with the minimum of representation which, up to the present, I considered advisable in the interests of the Firm; for I know from experience how much the private invitations to my house contributed towards deepening mutual understanding on the occasion of international conferences here in Frankfurt. Consequently I am faced with three alternatives which I will enumerate in the order of my preference:

I a) if possible, a retrospective and real remuneration for the 25th anniversary of my entry into the business all of which I should use to reduce my debt with the Laenderbank.

b) increase of my commission as from 1 January 1934 by 0,80 % that is from 1,2 % to 2 %. In this case, as long as the dividends amount to at least 7 % and the present capital remains unchanged, I would undertake to pay off at least RM 10,000.- of my debt to the Laenderbank annually, apart from the interest on that debt. Furthermore I should be prepared for my commission to be reduced, up to a maximum of RM 10,000.- annually, in the event of a corresponding reduction in income tax being introduced.

II. The house at Schumannstrasse 39 to be taken over from me for the amount of the security mortgage, i.e. RM 125,000. In this case I should be prepared:

- a) either to continue to live in the house for a suitable rent if the commission is increased from 1,2 % to 1,75 % or
- b) to return to a small one-story apartment and have the commission increased from 1,2 % to 1,6 %.

III. If solutions I and II should be rejected and it is not possible to offer me an equivalent solution in another form there remains nothing for me but to ask the Firm to consider placing me on the retired list.

You are best able to estimate to what lengths I have been driven to-day to propose such an alternative at all, for I devote my whole life to my work. If, however, my work is not considered worthy of any special reward

TRANSLATION OF DOCUMENT No. NI-4444
CONTINUED

(page 12 of original)

I should no longer have any pleasure in my work. I also know for certain that I, in my state of health, would be unable to stand the mental strain which would then continue to have an even stronger effect on me. This, in my opinion, is no confession of weakness but merely the result of calm deliberation to the effect that the conditions of permanent, mental high tension in which I have to work in the course of business demand, in the few remaining hours of leisure, a state of mind that is untroubled and undisturbed by continual worries. For these reasons and also out of consideration for my wife I see no other way out, in the event of my position being rejected, than to make the extreme sacrifice. In that case, however, I expect the pension conditions granted to me to be, at least, no worse than those accorded to my former colleague HOLM. I think I may demand that without being presumptuous.

If I turn to you in confidence I do so because I feel convinced that you, as a friend of many years' standing, will understand my position and do everything in your power for me as our respected Dr. PLEWINSKY formerly did for us. In view of the situation described above, it is very important for me to find out, as soon as possible, about the course of future events.

With friendly regards,

Yours

(Signature) P. HAEFLIGER.

CERTIFICATE OF TRANSLATION

10 July 1947

I, John FOSBERRY, Civ. No. 20 179, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the document No. NI-4444.

John FOSBERRY
Civ. No. 20 179.

CONFERENCE IN BITTERFELD ON 17 June 1935.

(trans. note :
handwritten 24/6
U 35
= Illegible initial)

Subject : Ferrous alloys.

Present : Pieter (part of the time)

Meyer-Kuester,

Jaeger,

Suchy,

Meyer,

.....
Discussion Reich Ministry of Economy and "HWM".

The HWM desires to have larger quantities of tungsten ores stored in Central Germany. The Association had already previously expressed its willingness to bear the cost to a certain extent. Teutschenthal was considered as the place for storage; however, Bitterfeld North will also look into the matter on its part.

In view of the again more strongly emphasized request of the Government for the transfer of the metal alloy production from the German border (Soellingen and Weisweiler) to the interior of the country, the question of repairing the Teutschenthal plant has become acute.

(Page 2 of original) (handwritten 55 M)

The putting into operation of two electric furnaces for ferro-tungsten and ferro-molybdenum would, on the basis of last year's estimate, require about RM 135,000. In principle, they are willing to expand production, if the price of electric power in Teutschenthal works out more favorably in the current year, as is to be expected. Above all, in view of the efforts of Krupp (Ferrolegierung G.m.b.H.) who, in addition to ferro-silicon, also contemplate producing most recently ferro-tungsten and ferro molybdenum themselves in the Ruhr area, it appears absolutely necessary to be able to show a sufficiently high production capacity in the forthcoming negotiations so as to support the Reich agencies, who already for strategic reasons, disapprove of Krupp's aims, in frustrating these efforts. There is a request from G.H. Starck to incorporate the Rhine furnaces in the Teutschenthal plant and to establish joint production. Meyer-Kuester considers collaboration on metals with G.H. Starck as very desirable.

TRANSLATION OF EXCERPTS FROM DOCUMENT No. NI-14580
Cont'd

.....
(Page 3 of original)

(Signature) : Meyer

Bitterfeld, 12 June 1935
Dr. W/D

Copy : Management Bitterfeld
Dir. Dr. Haefliger, Frankfurt,
Dir. Mayer-Kuester,
Dir. Dr. Jaeger, Bitterfeld.

CERTIFICATE OF TRANSLATION

I, Dorothea L. Galewski, ATO 34079, hereby certify that I am conversant with the English and German languages and that the above is a true and correct translation of Document No. NI-14580.

Dorothea L. Galewski
Civilian
ATO 34079

Case 6
sp. 1468

16

TRANSLATION OF EXCERPTS OF DOCUMENT
NO. NI-14668
OFFICE OF CHIEF OF CONSUL FOR THE
CASES

=====

Exh. # 2005

on a discussion on 16 August 1935 in Bitterfeld.

(Rubber stamp)
Department I
16 Aug. 29 August 1935

Present: Mr. Dr. Pistor
Mr. Dr. Mayer-Meister
Mr. Dr. Bueglin
Mr. Dr. Jager
Mr. Dr. Suchy
Dr. Lutz
Dr. Schuetzler
Dr. Jager (Ferrophosphorus)
Dr. Mayer

2.) Stand-by plant / Army Ordnance Office.

As stand-by plant only Teutschenthal

(page 2 of the original)

will be considered because to fix up Althaus and Rhine is hardly worth-while and in Bitterfeld-North the erection of a new foundry would be necessary. As a basis for a final discussion with the Army Ordnance Office a production plan for Teutschenthal and Bitterfeld-North should be worked out, that is on the basis of a total production of 50 or 100 and 150 tons of ferrous alloys. The costs for restoring Teutschenthal are estimated at RM 120,000.--. Likewise the ratio for power (possibility of the reduction of the price of power, which today amounts to 2,7 Pf per kilowatt) is still to be finally settled.

(page 8 of the original)

Bitterfeld 22 August 1935

Distribution:

Direction Bitterfeld
Mr. Hoffmann Ffl.
Mr. Mayer-Meister, Ffl.
Mr. Dr. Bueglin, Ffl.
Mr. Dr. Jager, Ffl.
H. Jahn, Berlin
H. Dr. Suchy/H. Dr. Mayer

CERTIFICATE OF TRANSLATION

I, ALF FRANKENBERG, No. 20051, hereby certify that I am thoroughly conversant with the German and English languages and that the above is a true and correct translation of excerpts of document No. NI-14668.

ALF FRANKENBERG
No. 20051

Case 6
sup. fish. 2

Vol. # 2089

CONFIDENTIAL

MEMORANDUM ON A CONFERENCE AT THE RAW MATERIALS
AND FOREIGN EXCHANGE STAFF
(ROHSTOFF- und DEVISENSTAB),
in Berlin on 11 August 1936.

Present: Major Czimatis
Captain Geist
Regierungsrat Wissmann
Dr. Eckardt
Dr. Berchers
Naval Captain Seuenburg (part of the time)
Dr. Petersen
von Hagen
Dr. Schall
Dr. Fietor

When opening the discussion, Herr Czimatis stated that he was attending the conference not only in his capacity as a member of the Raw Materials and Foreign Exchange Staff, but also as representative of the Reich War Ministry.

The available production capacities, namely,

approximately 87,000 tons at VAW (Vereinigte Aluminium Werke)
approximately 16,500 tons at Gemeinschaft I.G./Metall-

gesellschaft

approximately 97,000 tons

and also

approximately 12,000 tons at VAW,

therefore, a total of approximately 109,000 tons.

are, in the opinion of Herr Czimatis, are not sufficient to meet the monthly requirements, which will amount to approximately 9,500 tons per month. Therefore, contrary to the opinion of VAW, an enlargement of the production plants for aluminum is necessary and Herr Czimatis stated that he would be extremely glad if the Gemeinschaft would decide to enlarge its present plant beyond 16,500 tons. Herr Czimatis is very well informed about the whole situation and also regarding our relationship to VAW and asked us, apart from any commercial considerations, to carry out this enlargement, not only to cover present requirements but also to create a sound basis for peacetime and wartime requirements concerning this very important metal.

(Page 2 of original)

Dr. Petersen agreed to the enlargement by 4,500 tons, and the undersigned, too, indicated his agreement to this step, subject to a discussion with his Committee (Gremium). Thereupon Herr Czimatis agreed to the place chosen by us, the grounds of the Antonie mine, and we pointed out once more that in constructing the plant at Bitterfeld, the costs and also the cost prices were essentially lower than at Steinfurt. Herr Czimatis likewise agreed to our plan to import alumina

from ALAG. At this occasion Giulini was mentioned, too, and Herr Caimatis remarked that whilst the ALAG were extremely accommodating, Giulini was a difficult contractor. Herr Caimatis stressed the point that the authorities absolutely recognized the cooperative attitude of ALAG and Bitterfeld, always bore in mind the attitude of both firms and, for example, in the event of a decline in trade would also try to assist in bridging over arising difficulties.

In connection with this we explained to these gentlemen that we also had chosen Bitterfeld as the site of the new production, since this would be a more favorable place if later on the erection of an alumina or electrode factory were necessary. Regarding the power, we informed the gentlemen that the matter was not yet fully clarified but that negotiations were in progress.

As construction costs for the pure electrolysis we quoted a figure of about RM 3,300,000., and mentioned that besides we would have to place a sum at disposal for procuring the necessary alumina; we had yet to ascertain what were still necessary regarding the procurement of power. The required electrode coal for the enlargement were available.

Dr. Schall indicated the time required for constructing the pure electrolysis as approximately 7 months, whilst for the installation of the electrical department approximately 9 to 10 months might be necessary.

(Page 3 of original)

Adherence to these dates is conditional upon the possibility to procure primarily iron and secondly stones within the shortest possible time. The gentlemen promised us far-reaching assistance in the execution of this construction and asked Dr. Schall to avail himself of Caimatis' office for expediting the matter.

The gentlemen then resumed the discussion on the question of scrap glass and Dr. Petersen promised to make available a report on it, however, stressing particularly that as speculation also played a certain role as far as scrap material was concerned, he could not vouch for the accuracy of the figures contained in the expose.

Then followed a discussion regarding Silumin, in which Dr. Schall and the undersigned no longer participated.

(Signed) G. Pistor

Distribution list.

Dr. ter Meer
Dr. Petersen, Met.Ges.
Direktor Weber-Andreas
Dr. Buhl/Dir. Eschliger
Direktor Meyer-Kusster
Dr. Schall
Dr. Baergin/Dr. Moschel/Dir.v.d.Bey/Dr. Suchy
Dr. Schmidt/Beck/Ziegler
Dr. von Brunnig

Bitterfeld, 12 August 1936.

TRANSLATION OF DOCUMENT NO. SL-14874
Cont'd

CERTIFICATE OF TRANSLATION

I, EMMY ROSENBERG, ETO NO. 20076, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. SL-14874.

EMMY ROSENBERG
ETO NO. 20076

END

Case 6
sp. Gerh.
g

TRANSLATION OF DOCUMENT NO. NI-14669
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

(Rubber stamp)

Ex. # 2010

CONFIDENTIAL

Inter-office supplement to the file-note on the conference
at the Office for Raw-Materials and Foreign Exchange on
11 August 1936 in Berlin.

Herr Gaimatis informed the undersigned that he would be glad to support us also as regards magnesium. Both the Office for Raw-Material and Foreign Exchange as well as the Reich War Ministry had, for example, always declined up to now to accede to a wish expressed by the town of Bernburg to carry out plans for magnesium there with the help of the state of Anhalt.

A meeting was agreed upon for the week beginning 17 August, but the precise date has still to be fixed by telephon. At this meeting there will be a discussion of the whole position in the magnesium field, as well as of possible measures the government might take and which might contribute to ease the tension in the field of light metals. In our opinion very much depends on energetic support on the part of the government.

After the discussion I gave a short report to Dr. Ritter telling him that I took it for granted that Dr. Krauch would be informed by the gentlemen of his office who had participated in the meeting. Furthermore I asked Dr. Ritter what the position was with regard to the realization of the Bernburg magnesium plans, and Dr. Ritter answered that in his opinion the project was out of question.

(Signature): G. Pistor.

Distribution:

Dir. Weber-Andreas
Dr. Buhl, Dir. Haefliger
Dr. Baergin, Dr. Moschel, Dir. v. d. Bey, Dr. Suchy
Dr. Schmidt, Beck, Ziegler

Bitterfeld, 12 August 1936

TRANSLATION CERTIFICATE

I, Dorothea E. PLUMMER, USPCT 482, hereby certify that I am thoroughly conversant with the German and the English languages, and that the above is a true and correct translation of document no. NI-14669.

Dorothea E. Plummer
USPCT 482

Exh # 2011

Minutes of the 6th conference of the
Members of the Corporation Aluminum Works (Aluminium
Werke GmbH) Bitterfeld, held in Frankfurt on the
15 November 1935

Present: Weber-Andreas }
Dr. Pistor } for I.G. Farbenindustrie A.G.
Raefliger }
Mayer-Negelin }

B. Daler }
Dr. Petersen } for Metallgesellschaft A.G.
J. Pachs }

From the business management :

Mr. Schall
Meyer-Kuester
Reuleaux

(page 2 of the original)

Item 4) Construction of an alumina plant in a protected area.

According to communications issued by the VAW (Vereinigte Aluminiumwerke -Associated Aluminum Works-) an alumina plant, erected in a protected area in the event of war (A-Fall), with a production capacity of 30 000 tons per year, would require an expenditure of 16 million Reichsmark. On principle, VAW is willing to build such a plant and thereby to satisfy the wishes of the Reich War Ministry in this respect, provided that the Alumina plant will take the responsibility of covering its needs in alumina through VAW at competitive conditions, should the latter insist upon it. VAW furthermore proposed that the amount of alumina ordered by the aluminum plant should be fixed at 6 month's intervals within the margin of such an agreement. In view of the fact that the aluminum capacity in Germany is approximately balanced and that the construction of a further alumina plant will be considered only if special needs arise in the event of war, it is agreed that, from an industrial point of view, there is no inducement for a participation in such an enterprise. It is decided, therefore, to disregard all ideas of joint participation in the alumina plant. On the other hand, the conditions put forward by the VAW require certain modifications, especially those regarding the percentage with which the VAW would like to participate in the alumina supply of the aluminum plant and those concerning its deliveries. It is essential to avoid putting the aluminum plant into such a position that it is no longer able to accept competitive offers. Therefore longer periods for declaration would be agreed upon and the price of alumina should be made dependant upon the price of aluminum in the event of war. Furthermore, it is necessary to decide whether VAW could be required not to conclude any cartel agreements in the alumina field.

TRANSLATION OF EXCERPTS OF DOCUMENT NO.
NI-14670 - - - OFFICE OF
CHIEF OF COUNSEL FOR WAR CRIMES

- 2 -

(page 3 of the original)

(Signature): Schall
(Signature): Meyer-Kuester
(Signature): Reuleaux

TRANSLATION CERTIFICATE

I, DOROTHEA E. FLASSER, USFET 482, hereby certify that I am thoroughly conversant with the English and the German languages, and that the above is a true and correct translation of excerpts of document no. NI-14670.

Dorothea E. FLASSER
USFET No. 482

- 2 -

E. M. S.

Case 6
up 1/2
6

Dir. Hae./22.

Berlin, 23 June 1941

Exh. # 2012

M e m o

Subject: Conversation with Ambassador Schnurre, Foreign Office,
on 13 June 1941

Nickel/Petsamo

Present : Ambassador Schnurre

M.A. (Foreign Office)

Haeffliger
Dr. Frank-Fahle
Assessor Henze

I.G.

We reported on the negotiations and the state of the work in Petsamo, also on the necessity for a loan of another 10 million Reichsmark. Ambassador Schnurre was given a memo on the subject. There are no objections on the part of the foreign office.

In this connection the undersigned also reported that, according to information from Baron Frede, the Petsamo deposit is even bigger than it was anticipated in the beginning and that, as soon as conditions in the extreme North were clarified politically according to German ideas, we should be able to consider nickel supplies for Germany as definitely secured. There was a possibility that the nickel production might be doubled within a few years. For this the available water power must be further developed. Herr Schnurre recalled that the undersigned had been very depressed 6 months ago because of the situation which then seemed unfavorable for Germany. He had remarked at the time, that perhaps there was the possibility that things would change for the better, and he was pleased to affirm now that the situation might be considered as safe. There was no longer any need to worry about Russian claims.

We pointed out that it was, of course, very important for us to know whether we could count in future on 100% of the smelting capacity or only on 60%. If the first were true, about 3000 tons of nickel in the form of matte would be available beyond the present program from 1942 onwards, and in this case corresponding measures would have to be taken in time for

(page 2 of the original)

refining in Germany.

Herr Schnurre strongly recommended that we should adapt ourselves to an increase in the program and indicated that, should the Russians make further claims later on, Germany would naturally demand that German capacities should be utilized. Great importance must be attached to Herr Schnurre's remark that he would take the next opportunity to broach the license question in Finland. He would be in Helsinki in the near future.

He also expressed the wish to take part perhaps in the inspection of Petsamo which had been postponed until the beginning of September.

(Signature): Haeffliger

Copy: Herr Dir. Brendel
Herr Dr. Frank-Fahle

TRANSLATION OF DOCUMENT NO. NI-14657
Cont'd.

TRANSLATION CERTIFICATE

I, Dorothea E. FLUJER, USFET 182, hereby certify that the above
is a true and correct translation of document no. NI-14657 and
that I am thoroughly conversant with the German and the English
languages.

DOROTHEA E. FLUJER
USFET No. 182

- 2 -
END

File # 2013

Case 6
xps
106

I. G. FARBEINDUSTRIE AKTIENGESELLSCHAFT, FRANKFURT (MAIN) 30
Sales Combino Chemicals

Dir. Sec/L.

5 November 1938

STRICTLY CONFIDENTIAL

NOTICE

for Herrn Bieglar, Department Electron Metale, Bitterfeld

During yesterday's reception in honor of Minister von Gleser-Horstenau in the Frankfurter Hof I made the acquaintance, amongst others, of a representative of the military economy, who told me confidentially that recently he had inspected the magnesium plant of Wintershall. I would like briefly to give you further information about this by telephone.

I also heard from the same gentleman that the experiments with artillery (gun carriage) wheels made of magnesium metal, including those for large guns, were very favorable, and that it was to be expected that they would be generally introduced. The price of the magnesium wheel was still several times as high as that of the wooden wheel, and the weight was also somewhat greater, but it had been proved that when guns were attached to trucks, at a certain speed the wooden wheels could not stand the strain very long, while magnesium wheels lasted very well. This is decisive. Question: Have we done anything in this field?

dictated by Herrn Bieglar.

(page 2 of original)

I. G. FARBEINDUSTRIE AKTIENGESELLSCHAFT, BITTERFELD.

| (translator's note: stamp) | Our refs: | Date | Page |
|--|------------|-----------------|------|
| Management Dept Chem. Rec. 10 November 1938 | Bitterfeld | 9 November 1938 | |
| | | 22/Poo | |

STRICTLY CONFIDENTIAL

To

Director P. HANLIGER

Sales Combino Chemicals,

FRANKFURT/Main

Re: Your notice of 5 November 1938/ Gun carriage wheels of electron metal

We had already started to develop the above field of application before the revolution (Unbruch); since 1934 wheels of this type have been produced continuously. The turnover increased from year to year and at the present amounts to about 4-500 tons per annum.

An interesting point about the development of this branch is the fact that the first types were designed quite independently by

TRANSLATION OF DOCUMENT NO. XI-10628 (cont'd)
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

us, were cast in our foundry and were made ready for assembly in our light construction workshop, but that at that time they were refused by all experts, in the Army Ordnance Office as well as in the armament firms, as being absolutely out of the question for the time being. It took us more than a year to have three wheels fitted to a gun at all and to have them tested on an obstacle course. At the time, we also tried to have them patented or at least to have the design protected, but unfortunately did not succeed. In the meantime, we have developed approximately 5-6 types of wheels for artillery, which have been standard equipment of the German Army for years. We also succeeded in obtaining permission for these designs to be offered on markets abroad, in which we have been very successful in Italy and France for instance, and lately particularly in Sweden. To-day it should be an established fact that making of gun carriage wheels from electron is not at all a question of substituting synthetic material; The latter question was not at all pressing at the time when we developed this.

(page 3 of original)

I.G. FARWENHOFERIE ARTILLERIEGESCHWARTZ, BITTERFELD.

To Director P. Reaffiger, Sales Combine Chemicals, Frankfurt/Main.

Our Refers
21/Poc

Date:
9 November 1938

Page:
2.

Re: Gun Carriage Wheels of electron metal.

In this way we have been able to prove definite technical superiority in this specific field of application, which is being recognized increasingly abroad. We are not so much competing with the wooden wheel, which can merely be considered for horse-drawn vehicles and guns of less than 10.5 calibre, but in the first place with the steel wheel for medium and heavy artillery, which is now always motorized. Wheels of up to 2m in diameter, which are cast in one piece with attached brake drum, are no rarity. In view of this good experience new developments have, of course, been attempted, for instance, parts for gun carriages and others, some cast and some forged, but these are to be kept absolutely secret for the time being, as a matter of principle, every new development is considered by the Army Ordnance Office as secret, and it is only when a certain part of the serial production has been carried out, that authorization is given in separate cases for communication to interested third parties. Foreign countries which have been spurred on by the encouraging experiences with the wheels are also working independently on their own. About two weeks ago, when I was visiting the well-known gun-factory Bofors, in Sweden, I had the opportunity to inspect a light 3.5 cm anti-tank and anti-aircraft gun, which was brought out for its first firing tests. Except for the barrel and the breech, practically all its parts, even those which are subjected to the greatest strain, were made of electron metal. For Bofors the Swedish requirements represent only a secondary part of their manufacture; the firm delivers almost exclusively abroad, e.g. to Holland, Belgium and the South-American states, so that the penetration of our material in this territory will soon be known all over the world. I then invited the chief constructor in Bofors to visit Bitterfeld, where new ideas for construction were to be tested again with the people we have in charge there. At our suggestion again, representatives of the Army Ordnance Office took part in the discussion, and it was said that we were still leading in this field.

TRANSLATION OF DOCUMENT NO. HI-10528 (cont'd)
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

(page 4 of original)

I.G. FARBENINDUSTRIE AKTIENGESELLSCHAFT, RITTBERG
TO Director P. Haslinger, Salvo-Corbin chemicals
Frankfurt a.M.

Our reference
II/P 08

Date
9 November 1938

Page
3

Re: Artillery wheels from aluminum metal.

Although we welcome the fact that our sales market extends from the requirements of the air force, which are still predominant, to the Army as well, where the volume as regards quantities is highly interesting, and also, with respect to hydronalium, the Reich Navy shows an ever-growing interest in our products, yet we realize that all this is only for armament, which must be replaced in the course of the years by more powerful fields of employment if we are to go on exploiting our capabilities to the full as we do today. We shun no sacrifice in order to make experiments which can bring about technical progress with economic prospects. I believe, however, that for our light metal territory armament will still probably be the most important factor in the next few years.

In regards the information sent you about Wintoreball, I will telephone you when you have received my letter, in case you have any more questions about it.

With kind regards,

Yours,

(signature)

CERTIFICATE OF TRANSLATION

We, DOROTHEA L. GALEWSKI, ETO 34079 and DOROTHY E. FURBER, USFET 482, hereby certify that we are thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document No. HI-10528.

DOROTHEA L. GALEWSKI
ETO 34079

DOROTHY E. FURBER
USFET 482

13 March 1946

-3-

END

Canal
up. G
B

TRANSLATION OF DOCUMENT No. 51-14607
OFFICE OF CHIEF OF COUNSEL FOR WAR
GAMES

SECRET

Frankfurt a.M.

16 March 1938

SECRET

Vol. # 2014

Re: Construction Projects in Frankfurt and Berlin.

First item on the agenda of the meeting of the Commercial Committee of 11 March of this year was the "M-question".

Let us call to mind for a moment the atmosphere in which this meeting took place. Already at 0930 the first alarming messages had reached us. Dr. Fischer returned excited from a telephone conversation and reported that the Gasolin had received instruction to supply all gas stations (Benzinstellen) in Bavaria and in other parts of Southern Germany towards the Czech border. A quarter of an hour later there came a telephone call from Burghausen according to which quite a number of workers had already been called to arms, and the mobilization in Bavaria was in full swing. In the absence of official information, which was made known only in the evening, we were uncertain, whether simultaneously with the march into Austria which to us was already an established fact there would not also take place the "short thrust" into Czechoslovakia with all the international complications which would be kindled by it. The first thing I did was to ask at once for a connection with Paris to cancel my trip to Cannes (Molybdenum negotiations). At the same time, I suggested to Mr. Mayer-Kneuter, who was already in Paris and to whom I talked by telephone, to watch developments closely, and to depart too early rather than too late. Furthermore, I requested him to induce Mr. Mayer-Wegelin, who also had already arrived in Paris to return the same evening.

Under these circumstances of course the conference on M-matters took on highly significant features. We realized suddenly that like a stroke of lightning from a clear sky - a matter which one had once treated more or less theoretically could become deadly serious, and furthermore, it became clear to us that the preparations which we had made up to now

(page 2 of original)

for the Grunenburg had to be considered rather defective after all. As I had up to now not sworn an oath on the M-matter, I heard only later, after I had sworn such an oath on 12 March in the Reich Economic Ministry, in greater detail about the steps we had taken, which of course I cannot discuss here in detail. I merely want to say this much, that the intentions of Dr. von Schmitzler regarding dyestuffs seem to me not nearly sufficient for the requirements of Chemicals, for if the case should happen the Sparte Chemicals would have to fulfill tasks quite different from those of the Sparte Dyestuffs. If a certain improvisation seems still to be possible for dyestuffs, then certainly not for chemicals. That the location Frankfurt, of course, would be from the beginning in the utmost danger does not need to be emphasized here. - All present were aware of the seriousness of the situation, and also of the fact that if the event happened Frankfurt could not be held in an organizational respect.

In view of this situation the conference was therefore surprised to the utmost when in the afternoon Dr. Schmitzler showed in absence of Geheimrat Schmitz by means of finished plans the necessity to enlarge the Grunenburg Construction. A wing for 500 officials is planned, connected to the Grunenburg by a tunnel; cost approximately 3 millions.

The first attack against this was made by Dr. Ilgner who clearly expressed that after the discussions of the morning he considered it madness to undertake enlargements of buildings in Frankfurt.

I must add here that Dr. v. Schnitzler mentioned, he had talked with Messrs. Weber-Andreas and Dr. Buhl about the Frankfurt Project and obtained their agreement. Thereupon I too took the floor and submitted first that I had not been informed of this conversation by my colleagues, and that I had to speak here freely not as representative of the Sparte but as member of the Commercial Committee - one should not interpret that as a lack of Sparte-discipline. With this remark everybody agreed. Furthermore, I emphasized that under no circumstances I would lend myself not as gravedigger of the Chemicals Sparte. I had been working in this field for 30 years and under no circumstances would I ever lend a hand

(Page 3 of original)

to split the Sparte, - an expression which Dr. v. Schnitzler had used. With this remark too I had obviously the agreement of all those present. I emphasized that we had already discussed repeatedly within our organization (Direktorium) the relocation of the Chemicals Sparte to Berlin for purely practical reasons, and that in these meetings the unanimous opinion was expressed that for our Sparte Berlin was the only right place. But we had recently postponed work on the draft of a memorandum which had already been started, because it had come to our attention that the building which Agfa had planned in Berlin would not be built. Since now evidently the realization of this project had again come closer it became necessary to ask again if under these circumstances the matter should not be settled definitely. In any event one should consider whether the Sparte Chemicals, without breaking up its organization should not transfer to the new building in Berlin those departments which had the most dealings with the armaments economy.

The resolution was agreed upon that I would be requested to investigate this possibility and to write a memorandum on it. Until then the construction project in Frankfurt was to be postponed.

In connection with the construction project Berlin it is to be mentioned that the city has already approached us with the information that for a short time an area along the North-South axis has been reserved for us.

Herr Otto described in detail the situation for Agfa and pointed out that the present location in the Muellerstrasse had great disadvantages and that he would be forced to put up larger buildings in the Muellerstrasse if a new building in the center were out of question. But he would strictly object to the alternative of postponing necessary expansions of factories in order to build in the center. Production of course came first, and in this case he would have to get along willy-nilly in the Muellerstrasse. He was considering a project for at least 2,000 employees. - It was projected to provide for Chemicals space for 500 officials. If possible, Nitrogen should not be taken in. If one intended to relocate all I.G. offices in Berlin

(Page 4 of original)

- except Central Finance Administration which will in any case remain at Unter den Linden, and will get new building there - in the new Agfa building, it would be necessary to provide space there for 4,000 - 4,500

TRANSLATION OF DOCUMENT NO. KL-14507
Cont'd.

officials. This means a building which would be considerably larger than the Grunewald. But the combined Agfa-Geminal building too would mean a project of at least 20 millions.

Dr. Fischer remarked that an adjustment to such a relocation would not pose difficulties for bookkeeping, - he would be ready to give detailed reasons for this in writing.

Signed: HARTLICH

Dir. Res./L.

CERTIFICATE OF TRANSLATION

I, EDWARD J. STEVENSON, AGO NO. D-428172, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. KL-14507.

EDWARD J. STEVENSON
U.S. Civilian
AGO NO. D-428172.

END

(Stamp)

SECRET
strictly confidential

Registered

Military Economy Staff
Attention to: Lt. Col. Guernemann
or deputy
Berlin
Kurfuerstenstr. 125

11 August 1939

vdh/bc

Director Paul Friedrich Haefliger.

Dear Lieutenant Colonel,

Herewith we beg you to confirm the conversation which the undersigned on the right had with you yesterday in which we had an opportunity to submit to you the following:

Director Paul Friedrich Haefliger, member of the Vorstand of our firm, is of Swiss origin and a Swiss citizen. He has his domicile in Germany since February 1909 and is employed by our firm since this date. Director Haefliger belongs to-day to the leading men of our sales-combine-chemicals, in which he was employed already from 1909-1914 and from 1919 until now, in Frankfurt. From 1914 to 1919 Mr. Haefliger was appointed as head of the War Acids-Commission (Kriegs-Saure-Kommission) in Berlin. For the last years Mr. Haefliger had a second domicile in Berlin, in addition to his domicile in Frankfurt.

As these data show, Mr. Haefliger feels completely as a German and accordingly he has the personal wish, to acquire German citizenship.

However, against this personal intension, the Vorstand of our firm asked him, in view of the export interests of the Reich and our concern, and especially in view of possible war

(page 2 of the original)

complications, to abstain from acquiring the German citizenship. In regard to the question whether Director Haefliger should acquire German citizenship or remain of Swiss nationality as hitherto, the consideration that Mr. Haefliger with exclusively Swiss citizenship would be in a position, as an expert in the chemical field, to render Germany very good services, is, in our opinion of great importance. Thus, the possibility is given on the one hand, to have an expert who is loyal to Germany, unobtrusively negotiating abroad questions regarding war - and vitally important imports, and on the other hand to assure through him the direction of the absolutely necessary exports which then still would be possible.

Since, therefore, the maintenance of his Swiss citizenship by Director Haefliger would, to a considerable extent, also be in the general German interest, we take the liberty to ask you, whether this point of view of our Vorstand can reckon with your support. Such a support is important for us, because Director Haefliger, with some justification, foresees, in case of his maintaining his Swiss citizenship, personal difficulties for himself, or a supervision as a neutral foreigner, in case of war. The Vorstand of our firm, consequently, endeavours to do away with these personal and not unjustified misgivings of Director Haefliger by attaining for him the assurance that in case of war he would not be exposed to any personal restrictions or difficulties, in consideration of his long stay in Germany and in consideration of his personal efforts to acquire German nationality as well as from the points of view of a superior nature which renders it advisable not to acquire German citizenship.

TRANSLATION OF DOCUMENT NO. NI-14661
Cont'd.

After having contacted the Reich Ministry of the Interior, the Central Office of the Security Police, as well

(page 3 of the original)

as the High Command of the Armed Forces, it is therefore deemed advisable to inform the Abwehr-Department of the Generalcommando III of this case. Director Haeffliger will take up residence in Berlin, in case of war. We take the liberty to ask you to inform the Abwehr-Department of the Generalcommando from your side, as we hope from your point of view you will accordingly support the matter.

In the conversation which took place a few days ago, you were kind enough to intimate a positive attitude on your part in this matter. In case you should require any more particulars for the treatment of the said matter, the undersigned to the right is at your entire disposal. Otherwise, we are looking forward with great interest to your written reply.

Heil Hitler

I.G. Farbenindustrie Aktiengesellschaft

(Signature): Dr. Krueger (Signature): Dr. v. der Heyde

TRANSLATION CERTIFICATE

I, John J. ROLL, ACO 2-444412, hereby certify that I am thoroughly conversant with the English and the German languages, and that the above is a true and correct translation of document No. NI-14661.

JOHN J. ROLL

ACO 2-444412

Case G. 1. 1.
sup
ju

TRANSLATION OF DOCUMENT NO. NI-11663
OFFICE OF CHIEF OF COUNSEL FOR THE CRIMES

Exh 2 4016

Dr. E. von der Hayde

Berlin N° 7, 5 June 1939

To
Director H a e f f l i g e r

Frankfurt (Main) 20
Grundsburgplatz

Dear Dr. Haefliger,

Dr. Krugger has asked me to present to the competent authorities of the Reich and the Party the question of your retaining your Swiss nationality, without this fact causing you any personal difficulties in these times of political tension.

After having procured detailed information from the competent official authorities it would seem most expedient that, with the help of these authorities, I should submit an application to the Ministry of the Interior in order to obtain from this Ministry a written confirmation that they have no objections on principle to granting you German citizenship, but that for special reasons, this acquisition of the German nationality should be deferred until further notice at the wish of the I.G. Farbenindustrie.

In case you should agree with this mode of procedure, I should be very grateful, if, at your earliest convenience, you would send me your personal data, viz. place of birth, date of birth, home address, name and nationality of your parents, duration of your activity in the I.G. Farbenindustrie.

I await your reply with interest and am very willing to lend my services should you have other or further wishes in this matter.

With best regards
Heil Hitler

(Signature): Dr. E. von der Hayde

TRANSLATION CERTIFICATE

I, Dorothea E. FLAHER, USFMT 482, hereby certify that I am thoroughly conversant with the German and English languages and that the above is a true and correct translation of document No. NI-11663

14 March 1948

Dorothea E. FLAHER
USFMT 482

Case 6
sup
lg

TRANSLATION OF DOCUMENT NO. NI-14664
OFFICE OF CHIEF OF COUNSEL FOR WAR
CRIMES

Book # 4017

Dr. E. von der Heyde

Berlin, 30 August 1939

(Stamp:) Secret

1. This is a state secret within the meaning of Par. 38 Reich Legal Gazette as stated in the law of 24 April 1934 (Reich Legal Gazette I, page 341 ff.)
2. To be forwarded only in envelope, mail at "registered".
3. Recipient responsible for safe storage.

(Stamp:) Secretariat-In. Art. a.D. Dr. Buhl
Rec.: 1 Sep 1939
Answered: -----

Ministerialrat a.D. Dr. Buhl
I.G. Farbenindustrie Aktiengesellschaft
Frankfurt (Main) 20
Grünburgstr.

Dear Mr. Buhl,

In answer to your friendly letter of 28 August regarding nationality of Director Haefliger, I gladly enclose herewith copy of the letter, which was sent on 11 August 1939 to the High Command of the Wehrmacht, Military Economy Staff (Oberkommando der Wehrmacht, Wehrwirtschaftsstab), care of the Chief of Staff, Lieutenant-Colonel Haenemann. I myself see no objection to acquainting also Director Haefliger with the full text of this letter.

I hope that the settlement of this matter meets your approval and beg to remain with the best regards

Hail Hitler!
(signature:) von der Heyde

CERTIFICATE OF TRANSLATION

I, JOHN J. BOLL, AGO No. 444412-A, herewith certify that I am thoroughly conversant with the German and English languages and that the above is a true and correct translation of document No. NI-14664.

JOHN J. BOLL
U.S. Civilian
AGO Nr. 444412-A

Caseb
sep. 1941

TRANSLATION OF EXCERPTS OF DOC. NI-14665
OFFICE OF U.S. CHIEF OF COUNSEL
FOR WAR CRIMES.

File # 2718
28 May 1941

COPY.

Dear Monsieur Raindre,

Following on our conversation yesterday I beg you to find enclosed in triplicate the drafts drawn up by the Société Norvégienne de l'Azote for the convening of the general meeting, for the resolution taken by it and for the prospectus stating the terms and conditions of issue of stock, together with a note giving our comments on these drafts.

It is necessary for the final texts of the report, of the resolution and prospectus, taking into account the comments we have made, to be forwarded to us for our agreement. Furthermore, before their publication in France these texts must be submitted for the approval of the French and German authorities.

With best wishes,

I am, Sir,

(typed): signed Vibratte.

Monsieur Raindre.

(page 2 of original)

May 1941.

SOCIETE NORVEGIENNE DE L'AZOTE

Plan for increase of capital from 104,300,100
to 156,450,080 Norwegian Kroner.

The different projects relative to the increase of capital planned by the Société, and communicated on 19 May by M. Raindre, call for the following observations:

I. - Convening of an Extraordinary General Meeting.

In view of the importance of the operation planned it would be advisable that as many shareholders as possible should take part.

In order to allow the banks to make their arrangements in this respect, a period of at least one month and a half should elapse between the date of the calling of the meeting and its actual taking place.

TRANSLATION OF EXCERPTS OF DOC. NI-14885
CONT'D.

On the other hand, on account of the existence of the two zones in France, it would be advisable to provide for the deposit of shares at the Agence de la Banque de Paris et des Pays-Bas in Marseille.

II. - Terms and Conditions of Issue.

- a) Draft of resolution. - It would seem more logical if the General Meeting would decide to make available to the shareholders and not to the Conseil the portion of 40,83% of the subscription rights corresponding to the certificates and coupons for preferred stock which were redeemed by the

(page 3 of original)

Société, since ultimately this portion is made available by the Conseil to the shareholders.

-
- c) Places and time allowed for subscription - Reservation with respect to rights of prisoners-of-war.

In order to allow non-Norwegian shareholders to subscribe to the shares to which they are entitled, and more particularly in view of the difficulty of effecting transfers, it is essential that arrangements should be made for subscriptions to be received and the amounts therefor paid in the usual places, viz. in Stockholm, Paris, Geneva and Brussels. It would be advisable, moreover, that it should be made possible for subscriptions to be received in Berlin at the Deutsche Landesbank A.G. and in Marseille at the Agence de la Banque de Paris et des Pays-Bas.

It is equally essential that the date be fixed for the closing of the subscription, and this should be done at a sufficiently remote date to prevent the holders of subscription rights from running the risk of finding themselves debarred. The period allowed for subscription should be a minimum of

(page 4 of original)

at least one month and a half reckoned from the date of the opening of the subscription. It will not be possible for the latter date to be fixed until authorization has been obtained both from the French authorities as well as from the German kommando for the protection of foreign exchange, which, in November 1940, undertook the freezing of all shares of the Société which were located in the occupied part of the French territory.

Finally, it has become customary in France for reasons of equity (and it is to be supposed that the same holds true in other countries), to plan, for the

TRANSLATION OF EXCERPTS OF DOC.NI-14665
CONT'D.

end of the hostilities, the issue of an additional series of shares for prisoners-of-war, for whom it is physically impossible to use their subscription rights at the present time.

III.- Allocation of shares to be issued -
Draft of report by Conseil.

The draft of the report to be made by the Conseil to the General Meeting which is dealing with the increase of capital, must specify the general conditions for the issue of stock which is planned, and must be submitted to the "Administrateurs" (members of the Conseil d'Administration).

It must be pointed out without delay that the distribution of new shares, as specified in the draft of the prospectus which has been communicated, does not correspond to what was agreed upon last March at the conferences attended by Mr. Wallenberg, Dr. Ilgar, Mr. Eriksen, N. Wibatte and myself.

Indeed, by common agreement it had been recognized as fair that, just as in 1930, all the stock forming the increase of capital should be offered to the former shareholders, it being understood that the latter would have to sell a part of their subscription rights to this stock, at a price subject to calculation, to a new group, provided only that there would be no market for their subscription rights.

(page 5 of original)

If, however, it were decided to keep to the formula consisting of the direct allocation to a new group of the portion of 43.05% which had been put at the disposal of the Conseil and of offering to the Conseil those shares which were left over when the subscription rights had been exercised without the possibility of transfer, it would be advisable to settle the conditions for the issue of the shares reserved in this way, so that the interests of the former shareholders might be preserved.

On the other hand, it must be noted that if the former shareholders were offered only one new share for every four they already held, the number of shares actually put at their disposal, viz. 144,861, would be very much lower than the number they should receive both from the fraction of 12.50% to which they are entitled under the Articles as well as to that of 40.83% which is put at their disposal, the sum of these two fractions corresponding to 154,509 shares; in order that they may be able to use all their subscription rights they should be offered four new shares for every fifteen old ones.

- 4 -
TRANSLATION OF EXCERPTS OF DOC. NI-14665
CONT'D.

(page 6 of original)

Finally, it would be normal, if, in the customary way, the former shareholders were also able to subscribe to the amount of stock which is offered them in the increase of capital with the usual right of transfer.

(Initials): Sjarne Eriksen.

CERTIFICATE OF TRANSLATION.

I, DOROTHY E. PLUMMER, USFET 482, hereby certify that I am thoroughly conversant with the English and French languages and that the above is a true and correct translation of Excerpts of Document No. NI - 14665.

14 January 1948

DOROTHY E. PLUMMER
USFET 482.

- 4 -
(E N D)

Case 6
sep 16

TRANSLATION OF DOCUMENT NO. NI-13206
OFFICE OF U.S. CHIEF OF COUNSEL
FOR WAR CRIMES.

Vol 2019

I.G. FARBENINDUSTRIE AKTIENGESELLSCHAFT

Postal Address:
I.G. Farbenindustrie Aktiengesellschaft
Central Finance Administration, Berlin NW 7, Unter den
Linden 92.

| | | |
|-----------------|--------------|----------------------------|
| Telegrams | Telephone | Accounts |
| Igeseekretariat | Exchange-No. | Reichsbank Current Account |
| Berlin | 120021 | 8201 Berlin |
| | | Postal Check Account |
| | | 10486 Berlin. |

Norsk-Hydro-Elektrisk
Kvaelstofaktieselskab

O s l o / Norway
Bolligt. 7.

| | | | |
|----------------|-------------|---------------------------|-------------|
| Your Reference | Your letter | Our Reference | Berlin NW 7 |
| | of | (to be quoted | |
| | | in reply) | 26 May 1941 |
| | | Central Finance | |
| | | Administration. | |
| | | Dept. Finance-Secretariat | |
| | | Ko/P. 1679. | |

Re:
Nordisk Lettmetall A/S.
Dispatch of drafts of agreement to Paris.

With reference to the telephone conversation between the undersigned (right) and Advokat Eriksen of 23 May 1941 we beg to inform you that we have received instructions from the German authorities and to our regret are unable to meet the wish you expressed to Geheimrat Dr. Schmitts for the drafts of the agreement in the Nordisk Lettmetall A/S. affair to be sent on to the French members of your Verwaltungsrat and Aufsichtsrat.

In consequence we will send on to Paris only your suggestion for the reorganization of the pension fund and workman's assistance fund *) and will advise you in due course of the answer we receive from the French side.

Yours faithfully,

I.G. FARBENINDUSTRIE AKTIENGESELLSCHAFT

(signed): Frank-Fahle ppa. Kersten

*) as well as the offers
made in the Aktieselskabet
Rjukanfos.

(Initials): Bjarne Eriksen.

TRANSLATION OF DOCUMENT NO. NI-13205
CONT'D.

CERTIFICATE OF TRANSLATION

I, DOROTHY E. PLUMMER, USFET 482, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document No. NI - 13205.

12 January 1948

DOROTHY E. PLUMMER
USFET 482.

(E N D)

41
Cable
sp. sign.
16

Vol 2 2020

A F F I D A V I T .

I, the undersigned, Jacques ALLIER, residing in Paris, 5, rue Joseph Bara, after having first been warned that I will be liable for punishment for making a false statement, state herewith under oath, of my own free will and without coercion, the following:

A telegram reading as follows:

(The original document is continued in French).

"Raidre-Paris

The General Meeting of stockholders in Norsk Hydro will be held on 30 June 1941 at 1230 at Notodden. It is open to all stockholders registered on the company's books before 25 June, or who have deposited their stock with the accredited banks. In addition to the usual places of deposit Norsk Hydro has authorized the Banque de Paris in Marseille and the Deutsche Laenderbank in Berlin to act in this capacity.

At the request of Norsk Hydro we ask you to see that the first notice calling the meeting is sent out as soon as possible and the second in the usual way on 14 June.

Norsk Hydro is unable to meet the wishes of the Banque de Paris for an extension of the period allowed for the deposit of stock, as it is extremely urgent for the meeting to be held. For the defense and safeguarding of the rights of the French stockholders, it is not absolutely essential for all of them to be present. What is much more important for their interests is the concession of longer intervals for the deposit of stock etc., which has already been taken into consideration by Norsk Hydro. None of the other wishes of the Banque de Paris will be prejudiced (sic) by the text of the announcement.

The attitude taken by Norsk Hydro with regard to the other suggestions made by the Banque de Paris will be explained by Dr. Ilgner in Paris from 19 to 21 June.

Please inform us by telegram or telephone whether the announcement convening the General Meeting will be made in accordance with the wishes of Norsk Hydro.

I.G. Farben Industrie
Secretariat.

(Original document is continued in English).

is part of the records kept by the Banque de Paris et des Pays-Bas, Paris, which are accessible to me in my official function as "directeur adjoint". This telegram is a true and correct reproduction of the original telegram the Banque de Paris et des Pays-Bas received on or about the time indicated by the date appearing on its face, i.e., on or about June 7, 1941.

(signed): Jacques Allier
JACQUES ALLIER.

(page 2 of original)

Sworn to and signed before me this 3rd day of November 1947, at Palace of Justice, Nurnberg, Germany, by M. Jacques ALLIER, known to me to be the person making the above affidavit.

(signed): Randolph H. Newman
RANDOLPH H. NEWMAN, Attorney,
U.S. Civ. AGO B 397712,
Office of Chief of Counsel
for War Crimes,
U.S. War Department.

CERTIFICATE OF TRANSLATION

I, DOROTHY E. PLUMMER, USFET 482, hereby certify that I am thoroughly conversant with the English and French language and that the above is a true and correct translation of Document No. NI - 12209.

6 January 1948.

DOROTHY E. PLUMMER
USFET 482.

(E N D)

19 November 1943

Case 6
sup. 2021

Dr. Max ILGNER
Member of the Vorstand of
I.G. Farbenindustrie Aktiengesellschaft
78 Unter den Linden
BERLIN NW 7.

Dear Dr. Ilgner,

I have just received a letter from Herrn Vibratto in which he points out that the personal orientation about the participation of Horsk Hydro in Norisk Lettmetall, which I had promised in my letter to him of 24 November of last year, had so far not yet taken place.

As you probably remember, this question was considered during my visit to Berlin in November last year; Herr Vibratto asked me in order to obtain a written statement about this matter. During our discussion we agreed that under the prevailing conditions it would not be advisable to send a written statement. It was however agreed that one of the gentlemen from I.G. should inform Herrn Vibratto during a visit to Paris, and I told Herrn Vibratto about this.

At that time it was intended that Dr. Kersten should give the necessary orientation during his trip to Paris which was then imminent. As far as I have been able to find out, this trip of Dr. Kersten's was however prevented because he was engaged on different work.

I have today written to Herrn Vibratto and have informed him that I would write to you about this matter. Please be so kind therefore as to see that the promised information is given to Herrn Vibratto at the earliest opportunity.

With kind regards

Yours very truly,

(Illegible Initial)

WALDE ERIKSEN.

CERTIFICATE OF TRANSLATION

I, DOROTHEA L. GALEWSKI, ETO NO. 34079, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. NL-13306.

DOROTHEA L. GALEWSKI
ETO NO. 34079

END

-1-

AFFIDAVIT.

I, Dr. Paul HAEFLIGER, at present in Nuremberg, after having first been warned that I will be liable for punishment for making a false statement, state herewith under oath, of my own free will and without coercion, the following:

I knew the SKODA-WETZLER WORKS in Moosbierbaum/Austria before 1933 already. I knew them because our sales agency, which was at that time the ANILIN-CHEMIE, Vienna, with Kommerzialrat Wilhelm ROTH at its head, was friendly with the management of the SKODA-WETZLER works, and in particular with Generaldirektor POLLACK. Before 1933 already POLLACK expressed the wish to ROTH that I.G. should acquire interests in the SKODA-WETZLER Works. ROTH conveyed this wish to Herr WEBER-ANDREAE whose deputy I was, and declared that he considered it of great importance to establish connections between the SKODA-WETZLER Works and I.G. since as a commercial firm he sold some of the products of the SKODA-WETZLER Works as well and would then have had the sales all in one hand without any collision with our interests. POLLACK agreed to a participation of this kind as SKODA-WETZLER at the time was in a very shaky way.

I do not believe that before the Anschluss there was ever any talk of this connection in the Vorstand of I.G.; it was too unimportant to give WEBER-ANDREAE any cause to hold big discussions in the Vorstand about it. On the other hand the question must have been discussed and with negative results in the Chemicals Committee which consisted at that time of WEBER-ANDREAE as president, Dr. KUHNLE as Vorstand member, Leverkusen, and Dr. PISTOR, Vorstand member in Bitterfeld. The Chemicals Committee took the point of view that I.G. had no interest in burdening itself with the affair, as it was quite clear that SKODA-WETZLER was neither a source of danger nor of competition. Nevertheless, the talks were continued in subsequent years as fresh possibilities perhaps arose to bring I.G. to change its point of view. It was said that the affair was not to be broken off but merely drawn out in order to await further developments.

Immediately after the annexation of Austria in March 1938 an entirely new situation arose. Although the SKODA-WETZLER enterprise was not too attractive at that time either, a visit by Dr. KUHNLE established the fact that in Moosbierbaum there was a very extensive site for industry.

I myself left very soon, probably a few weeks after the Anschluss for Vienna, to see how our interests stood in the sales field. Here I should like to remark that I had no instructions of any kind in this connection either for an eventual discharge of Jewish employees or with respect to participation in the aryazation of our plants in Austria.

As regards the affair of the acquisition of the SKODA-WETZLER Works by I.G. I merely attended a conference in the Oesterreichische Credit-Anstalt in the company of Dr. ILGNER as an onlooker. I remember this conference at which ILGNER talked to Generaldirector PFLEIFER of the Credit-Anstalt about the valuation of the stock. It was then decided as a matter of principle that a trust company should be appointed to give an opinion on the real value of the enterprise.

(page 2 of original)

Through the press at that time I learned that the ROTHSCHILD group, which was the biggest shareholder in the Credit-Anstalt, had withdrawn, and that there had been a change of ownership. Under what conditions this happened, I must say I do not know, for I had nothing to do with banking. This took place as far as I remember in 1938. When I visited the Credit-Anstalt on the occasion I just spoke of I was not aware that the Credit-Anstalt was identical with the Rothschild group.

I took part in other negotiations as well in the SKODA-WETZLER Works affair, but I was not present at the negotiations concerning the actual contract, if such negotiations did ever take place. As I was interested in the sale of the SKODA-WETZLER production being directed through our agency I was delegated to the Aufsichtsrat of the SKODA-WETZLER Works for the sales-corporation; I then attended Aufsichtsrat meetings as well.

To the best of my knowledge no other German parties ever appeared to show interest in acquiring the SKODA plants in Austria. I venture to doubt, too, that any other interested parties could have put the SKODA Works on their feet again.

I was already aware of I.G.'s new interest in the SKODA Works shortly after the Anschluss. It had naturally become clear to us that through the change in the situation the SKODA Works must be considered quite differently from before, and we must act quickly. There was the danger that if the affair were not taken up at once, other interested parties would appear. How right this was, was proved later by the fact that Hermann GOERING wanted to get hold of everything for himself. If he had found such a target it would have been lost for sure. On the other hand I.G. did not want to let the chance escape in the interest of the development of industry there.

In order to divert rumours that I.G. possibly had no aim at constructive development but was thinking on destructive lines, his excellency RIEDL, the former Austrian minister for trade and ambassador de facto in Berlin was appointed president of the Aufsichtsrat for official purposes. Information had been carefully obtained as to the personality of RIEDL and it was known that his whole

TRANSLATION OF DOCUMENT HI-13027
CONT'D.

aim was to promote the economy and industrial development of Austria. It may be presumed that RIEDL would never have lent himself to occupying such a post at the advanced age of 75 and in his bad state of health if he had not been absolutely convinced that we had the intention of doing something good there.

I have carefully read each of the two (2) pages of this declaration and have signed them personally. I have made the necessary corrections in my own handwriting and initialed them and I declare herewith under oath that I have given the pure truth to the best of my knowledge and conscience.

(signed): Paul Haefliger
(Paul HAEFLIGER)
(signature of deponent)

Sworn to and signed before me this 23rd day of April 1947 at Palace of Justice, Nuremberg, Germany, by Dr. Paul HAEFLIGER, known to me to be the person making the above affidavit.

(signed): Werner Lewald
Werner LEWALD, Interrogator
U.S. Civilian 094412
Office of Chief of Counsel
for War Crimes U.S. War Department.

CERTIFICATE OF TRANSLATION.

I, DOROTHY E. PLUCKER, USFET 482, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document No. HI - 13027.

2 March 1948

DOROTHY E. PLUCKER
USFET 482.

(E M D)

Case 6
up. High.
8

TRANSLATION OF DOCUMENT NO. NI-13542
OFFICE OF U.S. CHIEF OF COUNSEL
FOR WAR CRIMES.

Exh. # 2413

DR. MAX ILGNER
MEMBER OF VORSTAND OF THE
I.G. FARBENINDUSTRIE AKTIENGESellschaft

BERLIN NW 7,
Unter den Linden 82
3 November 1938.

Herrn Direktor Dr. Karl Krauch
Reich Office for Economic Development

B e r l i n W 8
Schrenkstrasse 68/70.

Dear Dr. Krauch,

With reference to our letter of 26 October of this year I am forwarding you enclosed the decisions which we have received in the meantime from the Reich Ministry of Economics with respect to the requests made by ourselves and by the Chemische Fabrik von Heyden A.G. in the Aussig-von Heyden affair.

At the same time I am attaching a copy of the report made by Direktor Zinsser of the Dresdner Bank, whom the Reich Ministry of Economics has asked to conduct the negotiations, on the subject of his first contact with the representatives of the Zivnostenska-Bank and of the Aussiger Verein in Prague.

Perhaps I may give you some additional verbal explanations in the matter when it has developed a little further and we can see more clearly.

With kind regards and Heil Hitler!

Ever yours

(signed) Max Ilgner.

PS: Last of all I am sending you a draft of the main points of what Herr Direktor Zinsser told me today about further negotiations conducted in Prague.

Enclosures.

(page 2 of original)

Copy
/FRD.

The Reich Minister of Economy
I Chem. 6330/38 II

Berlin W 8, 26 October 1938
Schrenkstr. 43.

To
a) The I.G. Farbenindustrie Aktiengesellschaft
Attention: Dr. von Schnitzler
B e r l i n N W 7

Copy
/FRD.

Berlin W 8, 26 October 1938

TRANSLATION OF DOCUMENT NO. WZ. 13542
CONT'D.

b) Chemische Fabrik v. Heyden A.G.
Attention: Geheimrat Jungel,
B e r l i n W 35
Am Karlsbad 26a.

In reply to your joint communication of 20 October 1938.

In accordance with my decision which was communicated to you already at today's oral conference, I hereby inform you that I fundamentally agree to the action you have planned against the general management of the Association for Chemical and Metallurgical Production (Aussiger Verein) in Prague with the object of acquiring the two plants Aussig and Falkenau through the medium of an independent corporation to be promoted by you jointly.

Since, however, for fundamental considerations, negotiations with Prague banks may not be undertaken by various Reich German firms, I have - as you yourself suggested also - requested the Dresdner Bank which was in charge of all negotiations with the Zivnostenska Bank, - the principal stockholder in the Aussiger Verein - to contact the latter immediately in order to make sure that the stock of the Aussiger Verein which is at present in the hands of the Zivnostenska Bank should not suffer any change of ownership which might prejudice German interests.

Furthermore, I have requested the Dresdner Bank to enter into negotiations for your account on a trusteeship-basis with the general management of the Aussiger Verein in Prague and/or with the Zivnostenska Bank with respect to the acquisition of the two plants Aussig and Falkenau, now situated in Reich German territory, by the independent corporation to be jointly promoted by you.

I attach a copy of the letter I sent in this respect to the Dresdner Bank, for the perusal of Director Zinsser.

p.p.
signed Brinkmann

Stamp

Certified
Signature
Secretary

Enclosure.

(page 3 of original)

Copy
/Frd.

The Reich Minister of Economy

I Chem. 6330/38 II

Berlin W 8, 26 October 1938
Behrenstr. 43.

TRANSLATION OF DOCUMENT NO. PT-13542
CONT'D.

To the
Dresdner Bank
Attention: Director Zinsser

B e r l i n W 8
Schrenstr. 35/39.

Re: Verein fuer Chemische und Metallurgische Produktion, Prag.
(Association for Chemical and Metallurgical Production,
Prague).

The two largest plants belonging to the Association for Chemical and Metallurgical Production (Aussiger Verein), the general management of which has its offices in Prague, viz. the plants Aussig and Falkenau, lie in that part of Czechoslovakia which was transferred to Germany by the Munich Four Power Pact. As the technical, and in particular the commercial management of the Aussiger Verein was preponderantly Czech or Jewish, I saw myself obliged to put commissioners in control of the above plants with the task of managing them until further notice on a trusteeship-basis for the account of the owner. The commissioner responsible for the technical control of the plants will be Director Brunner, Engineer, of Falkenau, and for the commercial control the commissioner will be Director Dr. Kugler, Frankfurt/Main. Both at the present time are in Aussig on the Elbe.

In the letter they wrote me on 20 October 1938 the firms I.G. Farbenindustrie A.G. and Chemische Fabrik v. Heyden A.G. made the joint request for permission to start negotiations with the general management of the Aussiger Verein in Prague with the object of acquiring the two plants Aussig and Falkenau through the medium of an independent corporation to be promoted by them jointly. I have decided to give my consent in principle to the step which is planned by these two applicants.

I enclose a copy of the authorization I have granted the applicants with a request for the favor of your perusal.

As for fundamental considerations various Reich German firms may not conduct negotiations with Prague banks, I beg you - as proposed already by my petitioners - to establish immediate contact with the Zivnostenska Bank,

(page 4 of original)

in order to make sure that the stock of the Aussiger Verein which is at present in the hands of the Zivnostenska Bank should not suffer any change of ownership which might prejudice German interests.

Furthermore, I beg you to start negotiations immediately with the general management of the Aussiger Verein in Prague and/or with the Zivnostenska Bank with respect to the acquisition of the two plants Aussig and Falkenau which are now situated in Reich German territory. With regard to the negotiations which you are conducting on a trusteeship-basis for the account of the above two firms, I beg you to keep

Herr Ministerialdirigent Dr. Mulert, the head of my
chemicals department, currently informed.

D.P.
signed Brinkmann.

(page 5 of original)

Copy.

31 October 1938.

Hugo Zinsser

To the Reich Ministry of Economy
Attention: Herr Ministerialdirigent Dr. Mulert,

B e r l i n W.G.

Re: I Chem. 6330/38 II.
Association for Chemical and Metallurgical
Production, Prague.

In your letter of 26th instant - in accordance
with a suggestion from I.G. Farbenindustrie A.G. and the
Chemische Fabrik von Heyden A.G. - you requested the Dresd-
ner Bank to establish immediate contact with the Zivnostenski
Bank, in order to make sure that the stock of the Aussiger
Verein which is at present in the hands of the Zivnostenska
Bank should not suffer any change of ownership which might
prejudice German interests. Furthermore, you requested
my bank to start immediate negotiations with the general
management of the Aussiger Verein in Prague and/or with
the Zivnostenska Bank with respect to the acquisition of the
two plants Aussig and Falkenau which are now situated in
Reich German territory. With regard to the negotiations
which are to be conducted on a trusteeship-basis for the
account of I.G. Farbenindustrie A.G. and the Chemische
Fabrik von Heyden A.G., the head of your chemicals depart-
ment, Herr Ministerialdirigent Dr. Mulert, is to be kept
currently informed. In the meantime I have also received the
formal request addressed to me by the two above-mentioned
firms.

With due regard to your request as already speci-
fied above I informed Herr Ministerialdirigent Dr. Mulert
today of the progress of my conferences up to the present.
I beg to set down in brief the substance thereof:

(page 6 of original)

page 2 31. October 1938

The Reich Ministry of Economy

TRANSLATION OF DOCUMENT NO. HI-13542
CONT'D.

With regard to the A u s s i g complex I first of all had a preparatory conversation on Thursday 27 October in Prague with the retired minister Dvoracek of the Zivnostenska Bank, then a three-man discussion with General Manager Basch of the Aussiger Verein, followed by a short final discussion with Herr Dvoracek alone.

The first impression gained at these conversations was quite clear, namely, that in the present case at least there is a very close bond between Zivnostenska and Solvay, a connection which would make it impossible for Zivnostenska, even if it wished, to act alone in any way and according to its own judgment.

Furthermore, it was seen that it would be hopeless to make any attempt to negotiate with Zivnostenska and/or the Solvay group which is bound up with it in the pool for the acquisition of the blocks of shares in the Aussiger Verein which they have in their possession.

Such an attempt would be opposed in the first place by the unconcealed attitude taken in these questions by the Czechoslovakian government as a whole, but secondly also by the tendency already present in Zivnostenska - and even more strongly if anything in the Solvay group, - as far as possible to "keep the substance" of their holdings. (Translator's note: to keep their concrete assets and not to make any exchange against cash).

For the rest the result of the conference may be summed up as follows:

1) In the present case of chemical interests which offer a particularly difficult problem, the other party is acting only reluctantly. Nevertheless, it clearly recognizes the facts established by the new boundary-line which has been drawn, and is ready to negotiate the sale of the plants Aussig and Falkenau which are now German.

2) For the other party it is a prerequisite that at these negotiations no conditions should be imposed by the German side which would signify a limitation of its future production program for what remains of the Prager Konzern.

(page 7 of original)

page 3 31 October 1938 The Reich Ministry of Economy.

3) It is to be assumed that the other party - in the beginning at least - will make further demands for the purchase price of Aussig and Falkenau to be partly settled in a way which reflects as far as possible their above-mentioned tendency to "keep the substance" of their holdings, (Exchange of participations or something similar). This latter endeavor, even if no allowance can be made for it on the German side, is symptomatic for the attitude of the other party as a whole.

TRANSLATION OF DOCUMENT NI-13542
CONT'D.

4) The other party stresses the fact that on the grounds of old agreements Solvay has a certain right of pre-emption with respect to the plants Aussig and Falkenau. This right is claimed to have been acquired by Solvay in the course of earlier limitations of production by Solvay for the benefit of the Aussiger Verein. My impression is that from the practical point of view this circumstance will only play the part of a tactical weapon at the negotiations.

5) It was possible to explain to the other party that in view of the general situation it is necessary to conduct the negotiations quickly, and in the interests of both parties a rapid conclusion is desirable.

The negotiations are therefore to be continued on Thursday with all three parties present. If Dr. Preiss, the president of the Verwaltungsrat of the Aussiger Verein, has recovered by that time, he will take part in the conferences. Prague requires the days in between in order to come to an understanding with the Solvay group and also - not the least important - because of the demands as regards the price, which demands are to be told me on Thursday.

With respect to the stock holdings of the Zivnostenská and the position of power they give this bank in the Aussiger Verein, Herr Dvoracek has promised me that he will make no changes in this respect before the end of the negotiations which have now begun.

In accordance with the agreement I made with Ministerialdirigent Dr. Kulert I will report without delay to the ministry when I have returned from my second conference.

Heil Hitler !

signed Zinsser.

(page 8 of original)

Aussig/Falkenau.

Ka/Ksch.

4 November 1938.

Director Zinsser reported today to Dr. Ignor on the results of the negotiations he conducted recently in Prague with Herrn Basch/Aussiger Verein and Dvoracek. As regards the point which was first discussed, namely, the form in which the purchase-price is to be paid, the following must be noted:

1) Prague demanded whole or part payment of the purchase-price in free currency. This demand was rejected at once by Herr Zinsser, and in the end the other party also recognized the impossibility of this demand.

TRANSLATION OF DOCUMENT NO. NI-13542
CONT'D.

2) As part of the purchase-price Aussig would like to take over the participation of I.G. and/or D&G in A.G. Dynamit Nobel-Fressburg. Herr Zinsser made it quite clear to the other party that this demand could not be fulfilled either.

3) After this demand had been rejected Prague declared that it must attach the greatest importance to maintaining a minority-participation in the Aussig-Falkenau corporation which was to be promoted, this, in the first place, so that it could have a share in following up the development of the plants, and on the other hand, so that it should not lose too much of its "substance" (material holdings). In reply to this Herr Zinsser explained quite clearly that even if I.G. and Heyden were to consider such a proposition acceptable (which he, Zinsser, however, did not think possible) under no circumstances would the German government give its authorization, so that from the very beginning it was useless to bring forward such a demand.

4) In spite of such demands which in his opinion were unacceptable, Herr Zinsser stressed the fact that he was convinced that I.G./Heyden

(page 9 of original)

would do everything to lay the foundations for a reasonable cooperation in the future. He could imagine that this cooperation might express itself in the conclusion by Aussig-Falkenau of long-term contracts for supplies for the benefit of the plants which had remained in Czechoslovakian territory. The other party greeted this proposal with enthusiasm. Such contracts for supplies, he considered, could furthermore be concluded with the purpose of guaranteeing a part of the transfer of the purchase-price. This proposal also interested the representatives from Prague. Herr Zinsser then pointed out that he considered there was an obstacle to the conclusion of such an agreement in the attitude of Prague to refuse to accept any limitations of production in Czechoslovakia, otherwise there was nothing to prevent the two parties being free to give what form they liked to a rational economic cooperation between them.

During the subsequent discussion the representative from Prague raised the following points:

a) Export Quotas.

At first the Prague representatives took the stand that Prague has the right to export quotas. In response to Herr Zinsser's objection that the quotas belonged to the production centres, which the other party admitted, the latter pointed out that it would be interested in a settlement for the interim period which would allow it, within the limits of the export quotas, to find a market abroad still for the big stocks it had on hand, chiefly those of formic and oxalic acid, permanganate, dyestuffs and other products.

TRANSLATION OF DOCUMENT NI - 13542
CONT'D.

In this way Prague would receive free currency for the products she exported to countries without currency restrictions, and according to the estimation of the Prague representatives this would amount to an equivalent of 1 million Reich marks. Herr Zinsser pointed out in reply that if such a wish were to be fulfilled at all it could only be in agreement with the German firms and the German government,

(page 10 of original)

whose attitude he could not anticipate in any way. Amongst ourselves it must be noted that the fulfillment of this wish will perhaps be rendered more easy by the fact that the export quotas are coupled in many cases with quotas determined by the mercantile policy, and the transfer of the latter quotas from Czechoslovakia to Germany will only be possible after commercial agreements have been negotiated with the countries in question, that is, probably, in the course of the next few months.

b) Sodium peroxide and sodium perborate factory.

Prague expresses the wish to transfer to Czechoslovakia a sodium peroxide and sodium perborate factory in Falkenau, the total production of which is claimed by the other party to reach less than 1 million Kroner per year. Such transfer would mean the separation of this factory from the Falkenau plant.

c) Printing ink factory.

The other party has the further desire to take away a printing ink factory situated in a corner of the Aussiger plant site that could quite easily be cut off, in order to exchange it for the printing ink factory belonging to a Sudeten German in Prague who wishes to move into German territory. The Prague representatives took the stand that I.G. could not be interested in any way in the printing ink factory. Herr Zinsser declared that it would be possible to do the point on the condition that the facts stated were correct and that there were no technical difficulties in the way of the separation.

d) Further assets in Germany.

Finally the Prague representatives pointed out that apart from the plants Aussig-Falkenau they have a lime-factory, a barytes pit and a lignite participation near Brux in German territory, and the surrender of these would have to be discussed as well.

(page 11 of original)

What seemed important to Herr Zinsser in this remark was that the Prague representatives showed they had realized quite clearly that it is necessary for them to give up all their German interests.

TRANSLATION OF DOCUMENT NI - 13542
CONT'D.

As regards the question of price Herr Zinsser reported that at first the other party refused to name a price. Then Herr Basch pointed out that in Aussig/Falkenau alone there were stocks to the value of 60 million Kroner, and, furthermore, the lignite pits, whose output in Falkenau amounts to 440,000 tons per year and in Aussig to 250,000 tons per year with a calory-content of 3,500-4,000 in each case for 50 years, had a value of 100 million Kroner. In consideration of these two items Herr Basch then named first of all the tentative price of 500 million Kroner.

Herr Zinsser replied to this that I.G./Heyden had not as yet thought of any definite price. Estimating the turnover at approximately 350 million Kroner (Herr Basch confirmed the turnover at 350 million Kroner) they had merely calculated on this basis and on a scale which would apply to German conditions that the plants would have a value of approximately 200 million Kroner. This figure was first described by the Prague representatives as impossible to discuss, but then Herr Zinsser pointed out that he did not know to what extent in the scale of calculation stocks and the lignite pits had been taken into consideration especially in cases where they were not used as a direct source of power for the plants, so that there were possibilities for adjustment along these lines and in other concessions we might subsequently make. Herr Zinsser was of the opinion that the other party had already reached the point where it was asking an approximate 350 million Kroner, but that this demand - according to the value of the stocks and the pits - could also be beaten down to 300-250 million Kroner.

(page 12 of original)

Herr Zinsser finally reported that he had informed the Prague representatives of the conversation with H. Mason of Solvay & Cie., Brussels, which was necessary in view of the friendly relations which had existed for so long between I.G. and Solvay.

CERTIFICATE OF TRANSLATION

I, DOROTHY E. PLUMMER, USFET 482, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document No. NI - 13542.

21 January 1948

DOROTHY E. PLUMMER
USFET 482.

(E N D)
- 9 -

Case 6
up 8/6

TRANSLATION OF DOCUMENT NO. NI-10723
OFFICE OF CHIEF OF CONSUL FOR WAR CRIMES

Vol. # 2024

I.G. FARBEINDUSTRIE AKTIENGESELLSCHAFT
VORSTAND

Berlin NW 7
Unter den Linden
92

7 December 1936

Translator's note: handwritten note: Draft

To:

Verein fuer chemische und
petrologische Produktion

at present in Berlin

We acknowledge receipt of your letter of 7 December 1936.

We agree with your statements on condition that you
refrain from any actions directed against German economy
because in such a case you could not expect us not to make
use of appropriate counter-measures.

Yours very truly:

I.G. FARBEINDUSTRIE AKTIENGESELLSCHAFT

CERTIFICATE OF TRANSLATION

I, Mona A. L. Macleod, NEP 39347, hereby certify that I am
thoroughly conversant with the English and German languages
and that the above is a true and correct translation of the
Document No. NI-10723.

9 September 1947

Mona A. L. Macleod
NEP 39347

CASE 6, TRINIDAD VI

Doc. No. XI - 1477 (Prescription Exhibit 2025)
never distributed.

Description: Statement by Max Ilgner, 8 April 1947.

Handwritten: 1000000
sup of I.G. Farbenindustrie AG

Ex. # 2026

I.G. FARBEINDUSTRIE AKTIENGESELLSCHAFT

Berlin, 20 April 1939

C I R C U L A R L E T T E R

As of 1 May 1939 the following changes of personnel will come into effect:

I. In the position and with the function of a responsible department chief for the Political Economy Department:

Prokurist Pr. Terhaar.

Dr. Gattinasu, who has been entrusted during the current year with special tasks in southeastern Europe, retains the supervision of the Political Economy Department.

II. The position and the functions of a Section Chief (Resort-leiter) are assumed:

In the Export Promoting Department:

for the sub-divisions E.A.V. (Einsatz-
ausfuhrverfahren, Subsidized Export
Scheme), (Aski, Blocked marks)
Compensations

} by Handlungsbevoll-
machtigter Dr.
FRANZEL, as from 1
July 1939, who re-
linquishes on that
date his position as
section chief in the
Directorate Depart-
ment.

In the Political Economy Department:

by Handlungsbevollmaech-
tigter Erich MUELLER.

While retaining sub-division Dyes, Mueller takes charge of the sales-combines section (with the exception of nitrogen/gasoline); i.e. dyes, chemicals, buying, D.A.G., Bayer, Agfa/Kalle. Mueller is at the same time deputy of the responsible department chief Terhaar.

Dr. von der Heyde

While retaining sub-division nitrogen/gasoline, von der Heyde takes charge of section

- 2 -

nitrogen/gasoline and of sub-division Military Economy.

As of 1 July 1939 Dr. von Tirpitz takes charge of sub-division Foreign Countries in the Political Economy Department in the capacity of a section chief.

In the Economics Department:

| | |
|---|---------------------------------------|
| for the Section consisting of sub-sections I and II | Handlungsbevollmächtigter Dr. Platzer |
| for the Section consisting of sub-sections III and IV | Handlungsbevollmächtigter Dr. Bannert |

III. The position and function of a Department Chief are assumed:

In the Office of the Commercial Committee:

by Weniger for the Group West, Sub-Divisions: Western European countries.

by Schone for the Group West, Sub-Divisions: Latin American countries/West Coast.

by Dr. Kuegler for the Group East, Sub-Division: Eastern European countries.

In the Central Finance Administration:

by Ritter for the General Credits Department.

by Kuley for the Department of Raw Material Credits.

In the Political Economy Department:

by Dr. Raediger for Sub-Division Military Economy.

by Dr. Frhr. von Odelga for Branch Office at Vienna.

In the Economics Department:

by Dr. Burkheiser for Department I

by Dr. Rupp for Department II

by Dorn for Department IV

by Dr. Gross for Branch Office at Vienna

by Neumann for the technical administration.

In the Administrative Department:

by Regierungsbaumeister (Government Architect) Joseph, also permanent deputy of the Section Chief, in the Construction Office.

- 3 -

IV. The position and functions of a Deputy Department Chief are assumed:

In the Department Directorate:

by Dr. Oeckl for Sub-Division I.

By Dr. Pilger for the Legal Department.

In the Central Finance Administration:

by Metz in the Secretariat of Finances.

by von Neumann for the Import Department.

by Haack for the Securities Administration.

by Marx for the General Credits Department.

by von Bohlen for the Department of Raw Material Credits.

In the Export Promotion Department:

by Trautvetter for Sub-Division E.A.V.

In the Political Economy Department:

by Sonnenburg and von Boeninghausen for Sub-Division Chemicals, Buying, D.A.G.

by Dr. Bianchi for Sub-Division Trade Policy.

by Dr. Clausen for Sub-Division Foreign Countries.

In the Economics Department:

by Dr. Brandau for Department I.

by Lorenz and Dr. Ziehner for Department III.

by Schellong for Branch Office at Frankfurt.

In the News Center:

by Mangelsdorff for the record office.

In the Administration Departments:

by Hoefflich in the Personnel Department for Pay.

by Schoenberg in the Administration Department for employee relations.

by Ernst Richter in the Construction Office.

The Plant Leader

Signed: Ilgner

Distribution List I

TRANSLATION OF DOCUMENT
No. NI-7982

CERTIFICATE OF TRANSLATION

10 September 1947

I, Leonard L. WITCHE, CGO No. 20 138, hereby certify that I
am a duly appointed translator for the German and English
languages and that the above is a true and correct translation
of the document No. NI-7982.

Leonard L. WITCHE
CGO No. 20 138

FOREIGN OFFICE (AUSLANDERESSENZ)

Berlin, 29 February 1936.

III A 624.

(Trans. Note: Various handwritten notes:

Fix date with Herrn Dieckhoff, 15 March 1936.
(Note crossed out)

Answered: 18 March (illegible initial)

(Stamp:) RECEIVED
10 March 1936, 318
(Various illegible initials)

Dear Dr. Illmer,

I herewith acknowledge receipt of your letter of 21st inst., in which you request in the name of the Vereinigung Carl Schurz that the subsidies totalling 30,000 RM which the Foreign Office has granted for the current financial year, be continued during the next financial year.

After considering it on principle the Foreign Office is at present only able to promise an allowance of 7,500 RM for the first quarter of the financial year for the purpose in question; this will be remitted to the Association in the usual way at the beginning of April of this year. I leave it up to you to make application to us for similar allowances for the other quarters at the appropriate time, as heretofore.

In this respect I take the liberty of pointing out that these subsidies are granted on the explicit condition that the Vereinigung Carl Schurz refrain from any foreign political activities, for instance, also in the speeches made at its meetings and that it devote itself solely to the fulfillment of

(Page 2 of original)

its cultural and social duties, the importance of which, particularly also in the year of the Olympics, is fully realized by us.

With best regards and

Heil Hitler!

(signature) DIECKHOFF.

CERTIFICATE OF TRANSLATION

I, DOROTHEA GALENSKI, A.F. No. 34079, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. NI-14314.

DOROTHEA L. GALENSKI
A.F. No. 34079

Dr. D/Z.

File No. 2

1 July 1936

On 30 June I had a conference with Herrn Rittmeister Wickel, which particularly dealt with the participation of representatives of the Ribbentrop office in our work. Herr Wickel told me on this occasion that after the conference with Dr. Ilgner he had already got in touch with Dr. von Raumer and Stamer, the man dealing with American (Amerika-Referenten) in the Ribbentrop Office, so that the latter can join the Vorstand in Raumer's place. This question is however to be the subject of personal discussion between Herrn Stamer and Dr. Ilgner, for which, according to Herrn Wickel's information, a date previous to Dr. Ilgner's departure for South America is already being considered.

When I asked whether it would then be all right for us to ask Herrn Stamer to join the America Reception Committee for the Olympics, Herr Wickel said that he was willing to discuss this question with Herrn Stamer some time without obligation. This was particularly necessary because there were instructions from Ribbentrop to his Referenten according to which as a rule they are only to join this type of committee if they are chairmen. In order to avoid unnecessary friction we have discussed whether it would not be better to avoid any decision in the matter and proceed in such a way that Herr von Raumer joins the reception committee in his capacity as member of the Vorstand of the Vereinigung Carl Schurz and then if necessary has Herrn Stamer deputize for him. Herr Wickel has promised to let me know about this soon.

I then also asked him about the progress of the negotiations about the honorary president. This matter is also in Herrn Stamer's hands, who will discuss them with Dr. Ilgner during the conference which is being considered.

(Page 3 of original)

He has not yet got in touch with Ambassador von Ribbentrop and will not be able to do this until 4 weeks after his return from leave.

(Initials: Dr. (for Dräger))

(Page 3 of original)

21 July 1936

File No. 2

On 30 Inst. I had breakfast with Herrn Stamer. He is very interested in the work of the Vereinigung Carl Schurz and we reached an agreement that we shall inform him about the more important Americans who come to us in each case, while he will send those Americans to us with whom he comes into contact. In this respect he particularly stressed that he would of course only be interested in Americans who are fairly important politically. At a later date he particularly wants to foster connections with the American front-line veterans in connection with the Vereinigung Carl Schurz.

TRANSLATION OF DOCUMENT NO. NL-14315
Cont'd

Herr Stimmer has said that he is willing to join the reception committee for the Olympics.

A decision is to be made about joining our Vorstand as soon as Herr von Baumert returns from leave. Herr Stimmer saw no difficulties whatever in connection with this arrangement from his point of view. Particularly he did not consider it necessary to hold another special conference with Dr. Illmer with all the persons who come into question. We did however agree that Dr. Illmer should be asked to have a discussion with Herrn Stimmer before he leaves for South America.

(Initial) Dr. (for Dräger)

(Trans. Note: Handwritten marginal notes: Finished. to the files
(Initial) Dr. (For Dräger)
2 July

CERTIFICATE OF TRANSLATION

I, DOROTHEA L. GALEWSKI, ETO NO. 34079, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. NL-14315.

DOROTHEA L. GALEWSKI
ETO NO. 34079

END

Case 6
sup. 6

TRANSLATION OF DOCUMENT No. HI-14318
OFFICE OF CHIEF OF COUNSEL FOR WAR
CRIMES

File # 2039

Dr. Dr./N.

Berlin 30 June 1936

File - note

On the 29th instant Herr Passarge and I had lunch together with Embassy Councillor Leitner and discussed the details of the letter which Dr. Ilgner sent on 29 May to Ministerial-direktor Dieckhoff. A few other subsidiary questions were touched on. The following points in the discussion are to be noted:

1. As regards the position of honorary president I shall hear from Rittmeister Wickel at a conference planned for 30 June whether he said the same thing to Dr. Ilgner before he left as to me, and whether he has already contacted Ambassador von Ribbentrop and with what results. According to the answer Embassy Councillor Leitner will also be informed as to whether it is necessary to go on troubling Ministerial-direktor Dieckhoff with the affair. Should this be necessary Embassy Councillor Leitner will speak to Ministerialdirektor Dieckhoff and get him to approach Ambassador Ribbentrop.

2. All plans relating to Germany, in particular the Carl Schurz House foundation in Berlin, the formation of the Vorstand, the publicity action which has been begun, the setting-up of the Carl Schurz Youth Hostel, the Carl Schurz House in Bonn, meet with the approval of the Foreign Office. Certain misgivings were expressed with regard to the setting up of local groups, naturally without any definite opposition being expressed or even objections being raised. It was urged that a local group should be set up in Munich, as very many Americans go there who never go near Berlin and the setting-up of a local group in Dresden would seem practical, too. The point of view was also expressed that the chance would not be offered to many individuals who were not in our hands to exercise activities in keeping with our ideas and at our orders, by being made president of a

(page 2 of original)

local group in the Vereinigung Carl Schurz, as this could possibly have a bad effect on the Vereinigung Carl Schurz itself. These hesitations occurred in particular in connection with the local group in Kissingen, where misgivings were directed chiefly against Herr Heertl who, according to the personal experiences and observations of Embassy Councillor Leitner by no means possessed the necessary qualifications to act in the right way for what we were aiming at. Embassy Councillor Leitner also has the impression that the way in which Heertl represents his relations with President Roosevelt is exaggerated to say the least.

In this connection the question of the donation of a picture for President Roosevelt was raised through the medium of Heertl. Embassy Councillor Leitner thought that Heertl was over-emphasizing the President's wish here. Knowing the circumstances exactly he doubted that the Embassy or we ourselves would ever get an opportunity of giving it to the president in an appropriate way. He referred to a similar case which had to be shelved. Herr Leitner felt he must advise them imperatively not to follow up the plan.

As regards Professor Schoenemann's filling in the gap in the Vorstand Leitner felt he must advise against this too. Professor Schoenemann's last stay in America had caused several clashes there

also, and he was afraid that a great number of Americans might misinterpret Schoenemann's inclusion in our Vorstand.

3. The idea of beer-evenings for learners was taken up with interest.

4. Very important, too, were the hesitations submitted by Herr Leitner with respect to the Carl Schurz Goldrill Foundation which was planned. He distinguished here between all those measures which could be taken in Germany itself and those which are taken in America. Whilst in the beginning he

(page 3 of original)

had voiced certain misgivings about their financial activities to the local representatives of the American economic world, he withdrew them when Herr Passarge and I made the purpose of the fund clear to him. He advised strongly against making any efforts to raise the financial means in America itself for the Vereinigung Carl Schurz or its purposes. On the grounds of his own experiences and observations he felt he must say that most probably any such steps would be of no avail. He knew that American economic circles had no means today to give financial assistance to any American projects of importance and he thought that the Vereinigung Carl Schurz could save itself the trouble of inviting a refusal; besides this, in exercising such activities we should be encroaching on the rights of the Carl Schurz Memorial Foundation which Embassy Councillor Leitner apparently, in spite of all reservations which must be made, had high regard for. He was very much of the opinion that the Carl Schurz Memorial Foundation was the only place today which could still do things which would be beneficial to us. For example, it was going to arrange a good exhibition of modern German art. When I voiced my complaints with respect to the collaboration with Thurne, he took the point of view that he would consider it better if we had as little as possible to do with each other. The Carl Schurz Memorial Foundation had great difficulties to fight against in America, and these difficulties would become still greater if any suspicion grew up of a collaboration with the Vereinigung Carl Schurz. The more we avoid each other the better it will be for the practical results of our work. On the other hand he considered a strict separation necessary as the Vereinigung Carl Schurz was restricted to Germany and the Carl Schurz Memorial Foundation to the United States.

In reply to this I pointed out that any possible financial aid to us could hardly cause prejudice to the Carl Schurz Memorial Foundation as the funds which would come in to us would not be taken from the Carl Schurz Memorial Foundation but would be requested from circles which either already

(page 4 of original)

belonged to the Carl Schurz Memorial Foundation (which I very much doubted) or which paid no contributions for this work to any other place. Besides this it had been shown that it was necessary to give more Germans the opportunity now to travel to America, especially as such travels were also to have the purpose of spreading an understanding for America in Germany, a task which, because of its nature, could be done better by the Vereinigung Carl Schurz Memorial Foundation. So that Herr Leitner's attitude of definite refusal should not take the form of steps which could not be retracted later, I referred to the remark in Dr. Ilgner's letter according to which, as a result of the negotiations with Dr. Ilgner in America two people are already making contacts in order to obtain financial help in American circles. I said it would therefore be more practical, before judging the situation once and for all, to wait

the return of these two people and then to discuss the point again. Besides this, Herr Passen : raised the point that the local representatives of American firms, about whose part in any financial steps Herr Leitner had not expressed any doubts, still had the possibility of holding ready at their head offices in America certain sums which would be put at the disposal of our trust for our needs in America.

5. In connection with this subject we spoke of the question of having the Vereinigung Carl Schurz represented in the United States. This happened amongst other things in connection with the work of Dr. Ashagen, who in order to work with less disturbance wanted to establish an organizational base in the United States. As far as it concerns Dr. Ashagen Herr Leitner thinks the latter idea very advisable. He has told Dr. Ashagen to make definite suggestions for this. But the Vereinigung Carl Schurz should not burden itself with the Ashagen suggestions, as far as they concern the forming of an American organization, nor should they take any organizational measures themselves in the United States. They would only lay themselves open to the suspicion

(page 5 of original)

of making propaganda, whilst up to now, whenever there had been any discussion it had always been possible to point out that the Vereinigung Carl Schurz restricted its operations to activities in Germany. The reference to the settlement which the Carl Schurz Memorial Foundation had made for Germany was not considered advisable as the Carl Schurz Memorial Foundation did not make propaganda for America in Germany, but rather those measures which it took with respect to Germany were directly to our advantage. On the contrary, the Americans would see the beginning of propaganda measures in any establishment of the Vereinigung Carl Schurz and therefore, before we could even begin on the practical side of our work, we should meet with a heavy bombardment from the opposite camp. For this reason it was not considered advisable for the Vereinigung Carl Schurz to appoint any well-known American as its confidential agent.

For the same reasons, therefore, he rejected all idea of appointing members to correspond and so on; being of the opinion that for the Americans this would not mean any particular distinction. The possibility, too, of a regular and close contact with the Vereinigung Carl Schurz was, therefore, hardly to be recommended. He considered that the best way would be to encourage relations with the Americans we looked after, through the consulates, especially as the consulates, which mainly serve economic purposes, offer less chance of suspicion than regular contact with the Vereinigung Carl Schurz would do. Consequently Herr Leitner thinks it would be wise if a certain interval we would send the consulates in charge a report on the Americans residing in their district who are taken care of by the Vereinigung Carl Schurz so that the relations can be further looked after by the consulate.

6. With regard to Dr. Ashagen's plans, which have already been mentioned, according to what Dr. Leitner says he has a very favorable opinion of Dr. Ashagen's project and the success it has had. He believes, though,

(page 6 of original)

that in the long run it is impossible for Dr. Ashagen to go on holding lectures without incurring the suspicion that he is a paid agent of Germany. As long as he was a professor at the Columbia University (which he is not any longer) nobody could think any such thing. For a transitional period, too, it will also be sufficient

TRANSLATION OF DOCUMENT No. NL-14318
Cont'd

to point to his work on a book for which he received a scholarship. But for a longer period of time no one will believe that he can really live from lectures which he holds in various parts of the town. Therefore Dr. Leitner thinks it right that Dr. Ahagon should endeavor to build up an organization which will serve him for a base. To my objection that it is not probable that there will be any larger contributions from Americans and accordingly there might be questions as to where the money came from, Dr. Leitner said that the plans were not completely drawn up and so could not be judged conclusively. As I have already mentioned, he had asked Dr. Ahagon to submit written proposals.

7. I told Dr. Leitner about the plans for creating a reception committee for the Olympiads and informed him, as far as I was in a position to do so, of the way in which the organization in the propaganda ministry is supposed to have been divided up recently.

On his part Dr. Leitner showed no misgivings about the setting up and composition of the board of trustees.

8. I asked Dr. Leitner also about conditions amongst German-Americans and asked in particular about the position of the Stouben society. Leitner regretted that the Stouben society had not been used to make a real block of German-Americans. Certainly in the beginning it would have caused great difficulties there but today the Stouben society, except for isolated cases here and there was wholeheartedly in favor of the Third Reich. This was particularly true of Herr Hoffmann whose personality is apparently well considered by Dr. Leitner. It is true that according to what Leitner says,

(page 7 of original)

the influence of the Stouben society is quite small. Apparently it is only in New York and perhaps in Detroit that its influence is greater. But the rest of the groups are of little importance, and the German-American colony is still split up into a great number of small groups (there are, for example, in New York 2600 German societies, as Herr Hoffmann informed us in a letter we received recently).

By removing Reich Germans and especially party members from the League of Friends of New Germany and by turning this league into the German-American People's League things have settled down gradually under the prudent and reliable leadership of Herr Kuhn. In reply to my question how one should behave with Herr Kuhn who, according to the information I have received, is on his way to Germany, Dr. Leitner said one should treat him just like the chairman of any other society in America and do no more and no less for him.

9. In reply to my question about the Eddy party, Herr Leitner informed me that Eddy still had a great number of supporters. I drew Herr Leitner's attention to the tour of the American seminar, with the propaganda ministry and Ribbentrop's office have asked us to look after. He himself knew nothing of the tour of the Eddy group this year.

CERTIFICATE OF TRANSLATION

I, DOROTHY E. PLUMMER, USFET 482, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document No. NL-14318.

5 March 1948

E N D

DOROTHY E. PLUMMER,
USFET 482.

Case 6
sup 26

TRANSLATION OF EXCERPTS OF DOCUMENT HI-14584
OFFICE OF CHIEF OF COURTS FOR WAR CRIMES

(Page 1 of the original)

Exh # 4030

DR. MAX HIGNER
Vorstandmitglied
of I.G. Farbenindustrie Aktiengesellschaft

Berlin NW 7
Unter Den Linden 78
at present at Marienfelde
near Berlin

4 July 1936

(handwritten: Dr. Fehle)

Initial

Date

Dr. Hans Draeger
Berlin W 35
Viktoriastrasse 7

Dear Dr. Draeger,

First of all, I would like once more to thank you most cordially for your good wishes at the occasion of my birthday. I was very happy to receive the nice words you found for our collaboration.

Now I would like to answer your various letters, one after the other and at the same time give you my point of view.

(Page 4 of original)

.....
Your file note dated 30 June 1936 on the discussion with Counsellor of the Embassy (Herrschaffner) Leitner

1. Honorary Presidency - no remarks
2. Carl Schurz House Endowment - set up of the Vorstand etc. I would be glad to have suggestions for the establishment of Ortsgruppe Munich. Herr Oeckl might be able to make certain suggestions.

(page 5 of original)

On the whole I agree to the point of view raised by Herr Leitner, only to take such people whom we can direct and who will not do anything on their own. Concerning Kissingen and also in the case Schenckmann, I agree to the opinion of the Amt, as I have no final verdict of my own.

3. No remarks

(Translator's note: In illegible handwritten note appears in left hand column)

4. I would propose to postpone the whole complex of affairs of the Karl Schurz-Goodwill-Foundation until such time when I would have an answer to my letter to President Schacht and also until I have heard from Herr Henry Mann and Herr Banta concerning their discussions in New York. In the meantime I would suggest to let the whole affair rest. Would you be good enough to talk to Herr Faile accordingly? Besides you are completely right, and I am of the opinion, too, that the circles I contacted were definitely not all members of the Karl Schurz Memorial Foundation. However, it would be easily possible to clarify this. In general, I would like to say that I do not share the pessimistic interpretation of Herr Leitner; it only depends who contacts whom and in what manner.
5. I agree to Herr Leitner's interpretation. The idea to remain in close contact with the Consulate offices is right, according to my opinion, and we shall follow it, if it has not yet been done.
6. We will surely be informed on it.
7. I answered this already in the affirmative.
8. We shall consider the point to what special extent we could aid the members of the Steuban Association if they wish for this aid when they come to the Olympic Games in Germany.
9. No remarks.

(page 6 of original)

Your file not of 1 July concerning the discussion with Rittermeister Wickel.

The conference with Herr Wickel, Herr Stehmer and myself had been planned already; I suggest to have a conference of five, Wickel, Stehmer, Rauser, you and myself. Would you be good enough to contact my secretary's office (concerning a date free yet) and fix a date accordingly.

(page 13 of original)

Finally, something completely different. For your personal information I send you enclosed the first and second volume of my report on Eastern Asia. As you see the report has become rather more voluminous than I originally intended. But concerning the large amount of material, I am sorry to say, it was not possible to do it shorter. Thus I have taken recourse to writing the most important parts inter-spaced and the parts which are destined for people with a special interest are written ordinarily.

TRANSLATION OF EXCERPTS OF DOCUMENT HI-14534 cont'd
OFFICE OF THE CHIEF OF COUNSEL FOR WAR CRIMES

I might be allowed to advise you first of all, to read the preface to the whole report and the introductions for Japan, Manchuria, and China in Volume I, and that besides you might look at the index of the two volumes and the following charts: In Volume I the charts #1, 3, 5, and in Volume II, chart #2.

(page 14 of original)

Once you have read these pages then you will have an outline of the whole report.

In these chapters on Kulturpropaganda (Cultural Propaganda) you will find much which you know already; however, I would be very glad occasionally to hear from you whether you agree on the whole with the statements I made.

That is all for today and I remain with very cordial greetings and

Heil Hitler

always your obedient

(handwritten signature) Max Ilgner

P.S. I asked my office to send you the two volumes of the report on Eastern Asia as I want to send you directly this letter from Marionfelde to the Karl Schurz House, so that you will have it already on Monday morning.

Copy to Herr Passarge

CERTIFICATE OF TRANSLATION

I, Emory Rosenberg, ETO-20076, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document NO. HI-14534.

Emory Rosenberg
ETO-20076

-3-

END

Case 6
sup. Dist.
lg

COPY OF DOCUMENT NO. HI-14586
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

AMBASSADOR DODD'S DIARY

E+h #4081

1933 - 1938

Edited by

WILLIAM E. DODD, Jr.

and

MARTHA DODD

With an Introduction by

CHARLES A. BEARD

London
Victor Gollancz Ltd.
1941

(page 2 of the original)

Page 166:

.....
August 22, Tuesday. Dr. Max Ilgner of the great I.G. Farben Company and president of the Karl Schurz Verein called by appointment this morning ostensibly to talk about the Verein functions. He had reported to Ivy Lee that I was very unfriendly to the Verein. Ilgner impressed me as unconscious of the real opportunities of his organization. There was little said, however, and I did not press him to explain the propaganda work which I knew he represents. He did not mention Ivy Lee who received a large fee from his concern.

He did talk a good deal about a business trip he is undertaking to Manchuria where he said his company had bought 400,000 bushels of soy beans. I suspect he is on a mission to exchange poison gases and explosives for Japanese products. Perhaps I am unfair, but I could not avoid this drift of thought when he talked so freely and profusely about the beans.

CERTIFICATE OF COPY

I, YVONNE A. SCHWARTZ, WFO #30108, hereby certify that the above is a true and correct copy of excerpts (Title page and page 166 partial) from the book "Ambassador Dodd's diary 1933-1938, Edition London, Viktor Gollancz, Ltd. 1941."

YVONNE A. SCHWARTZ
WFO #30108

I, Edward J. Stevens, D-428172, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct copy of Document No. HI-14586.

Edward J. Stevens
D-428172

for
and
sup. instr.
e

Exh. 4 4032

Excerpts of the I.G.-Concern-Report on
the Latin-America trip of Dr. Max Heger.-

Copy No. 2

I.G. CONCERN-REPORT
OF MY LATIN-AMERICA TRIP
August / December 1936

by

Dr. Max Heger

General Part and Observation in the
various countries.

(page 2 of original)

Page 8.

.....

II. The tendency for industrialization and nationalization

1.) Cause, goal and kind of this tendency.

.....

Page 9

.....

2.) Necessity of intervention.

.....

Page 10

.....

Of course, from the standpoint of the highly industrialized country, this intervention in the process of industrialization must be a means to an end but not an objective in itself.

Page 11

One should intervene only where this development, for plausible reasons, cannot be checked, and only insofar as this may be necessary in order, on the one hand, to strengthen the foundation of our own export position, and on the other hand, to secure a corresponding

share in the future increases in purchasing power for purposes of additional export. It will be possible however reasonably to influence such development all the more as plans therefore may be carefully and opportunely prepared, thus affording a better picture of the entire situation and avoiding our lagging behind, which unfortunately has been frequently the case in connection with such developments.

(page 3 of original)

Page 57

VIII. Personnel-Questions:

1.) Employment within our agencies.

2.) General care-taking of the rising generation.

Page 58

3.) Training of National Youth of German origin.

The legislation concerning nationals, which is constantly increasing in all the countries, will make more and more difficult the sending abroad of German youth. I should like to point out that hardly any other country finds more favorable conditions in Latin-American countries than Germany. The German element,

Page 59

as I have already mentioned in the beginning, has remained very strong, also in its type in the various South-American countries, so that in the future it will not be very difficult to recruit new employees from among the younger generation of this stratum of population. Intensive training in Germany of young Latin-Americans of German origin will bring about a regeneration of the type and insofar as reliability and faithfulness are concerned will warrant their future employment, in our agencies even in leading positions. To achieve this purpose, however, it is necessary to train the young Latin-Americans of German origin in our own enterprises at home and to begin this training not too late, since it is often difficult to influence them along our lines of thought after they have reached their twentieth year. Training in our own enterprises is advisable for more than purely practical reasons; it is chiefly the environment of a German community of workers which necessarily creates in the young Latin-American the required faithful and loyal attitude towards Germany.

(page 4 of original)

Even if the difficulties connected with nationality which exist at the present time are avoided by means of double citizenship, the latter still remains only a temporary expediency, and if some day, because of the tightening of the legislation concerning nationals the countries in question demand that a choice be made of one of the citizenships, it goes without saying that most of the employees, who

TRANSLATION OF DOCUMENT NO. XI-14157
continued

are not native of the said countries, will decide to retain the German citizenship. In this manner, however, we shall again be confronted with the same problem.

CERTIFICATE

I, Yvonne A. SCHWARTZ, ETO #20108, hereby certify that the 4 pages of this document consist of true and correct copies of excerpts from the book "A.C. Congress Report of My Latin-America Trip Aug. Dec. 1935 by Dr. Max Lerner," general part and observations in the various countries."

YVONNE A. SCHWARTZ #20108

CERTIFICATE OF TRANSLATION

I, HENRY BIRNBAUM, AOC #229316, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. XI-14517.

Case 6
sp. 96

EXH # 2033

TRANSLATION OF EXCEPTE PAGE DOCUMENT No. NI-5619
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

(page 1 of original)

Minutes
of the 6th meeting of the Commercial Committee
at 9.30 o'clock in the morning on Thursday, 20
January 1938 at Frankfurt/Main, Grunburgplatz.

The following were present:

| | |
|----------------|----------|
| von SCHNITZER, | Chairman |
| FISCHER, | |
| HAEFLIGER, | |
| ILNER, | |
| KRUGER, | |
| MAIER, | |
| MUEHLER, | |
| OSTER, | |
| WAIBEL, | |
| WEBER-MUELLER, | |
| FRANK-FAHLE, | Recorder |

and part of the time:

Herr KOEHLER.

(page 3 of original)

6) Mobilisation Project.

Dr. ILNER reports on the present stage of the Mobilisation Project and states that with Dr. TEL MEER's approval this question is to be dealt with by the Vermittlungstelle W as regards matters of production of the I.G. and by the Political Economy Department as regards commercial matters. Both departments will keep in close contact with each other as regards the treatment of this question, especially in their dealings with the Branch Offices which are to be kept informed.

(page 4 of original)

7) Collaboration with the Foreign Organisation and the Foreign Trade Agency.

Herr WAIBEL reports extensively on his discussion with Herr BISSE and Admiral (retired) MENCKE of the Foreign Organisation (A.G.) and Dr. SIEBERT of the Foreign Trade Agency (Aussehhandels-

TRANSLATION OF EXCERPT FROM DOCUMENT No. NI-5619
CONTINUED

(page 4 of original, cont'd)

stelle) Berlin. Both agencies welcomed the ruling made by the Commercial Committee, according to which Mr. WABER is to deal centrally with all important questions which come up in dealings with these agencies.

- - - - -

Berlin, 22 January 1938

F.F./BA.

6/38.

signed von SCHMITZER signed FRANK-FAHLE.

CERTIFICATE OF TRANSLATION

9 June 1947.

I, Arthur MACONARA, Civ. No. 20 191, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of excerpt from document No. NI-5619.

Arthur MACONARA
Civ. No. 20 191.

Case No. 6 - CRIMINAL VI

Document No. VI - 14876 (Prosecution Exhibit 8084)
is not available.

Discussion Minutes of Commercial Committee,
22 April 1938

Case 6
sup. #47k.
46

TRANSLATION OF EXCERPTS OF DOCUMENT NI-6073
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

Vol # 4035

(Page 1 of original)

MINUTES

of the 10th meeting of the Commercial Committee
on Friday, 23 April 1938, beginning 9:30 O'clock in
Berlin NW 7, Unter den Linden 82.

Present were:

von Schnitzler, Chairman
Maefliger,
Ilgeny,
Erueger,
Kann,
Machlan,
Mueller,
Oster,
Otto,
Walbel,
Weber-Andres,
Frank-Fahle, Recorder

XXXXXXXXXX

(page 3 of original)

8a) Czechoslovakia

Our relationship with Austria is discussed thoroughly in
connection with our interests in Czechoslovakia and Southeast
Europe. The suggestion of Austria, as mentioned in the minutes
of the Austria meeting of 19 April 1938 was discussed and
supplemented.

Dr. Ilgeny moves that the Sudeten German press be called
upon in increased measure for publicity.

XXXXXXXXXXXXXXXXXXXX

(page 4 of original)

Berlin, 30 April 1938
F.F/22 10/38

signed/von Schnitzler signed/Frank-Fahle

CERTIFICATE OF TRANSLATION

5 March 1948

I, Henry Birnbaum, A30 #D-229216, hereby certify that I am a duly appointed
translator for the German and English languages and that the above is a true
and correct translation of excerpts of the document No. NI-6073.

Henry Birnbaum
A30- #D-229216
Research Analyst

Case 6
sup. Disk
eg

EXH # 2036

TRANSLATION OF DOCUMENT No. WG-1556
OFFICE OF CHIEF OF COUNSEL FOR
WAR CRIMES

Berlin, 26 April 1936

Dr. Max JIGHER today explained to me a plan for influencing the members of the International Chamber of Commerce in the German interest. I welcomed the plan on principle, but with the reservation that the opinion of Ministerialdirektor WIEHL should be sought. Mr. JIGHER intends to see Ministerialdirektor WIEHL to-morrow.

Ministerialdirektor WIEHL,

(signed) WEITZACKER

(handwritten)
dispatched: 26/4. (initial)

36285

AB.

CERTIFICATE OF TRANSLATION

I, Hermann F.U. KASSEL, No. 1646, hereby certify that I am thoroughly conversant with the English and German languages, and that the above is a true and correct translation of document No. WG-1556.

Hermann F.U. KASSEL
No. 1646.

-1-
"END"

(Page 2 of original)

Vol 4137

MEETING IN VIENNA

OF

MITTELEUROPAISCHE
WIRTSCHAFTSTAGES

VIENNA, 2nd September 1940

(page 17 of original)

Vice-President Dr. Max Ilgner:

GERMANY AND THE ECONOMIC INTERSIFICATION OF THE SOUTH-EAST
EUROPEAN COUNTRIES

(page 29 of original)

THE NEW GERMAN ECONOMIC POLICY - -

During the last few years after the World War, the development of the German economic relations to South Eastern countries went on substantially as was formerly the custom and it was largely left to the private enterprises to take the initiative for greater cooperation. Since 1933 a complete change has taken place. The lines of conduct for the future German economic relations to the South Eastern countries can be read nowadays from the greater Germany's foreign policy, particularly within the frame of greater Germany's position within the European economic space. The German economy thereby gained considerable help and the present task of the German economy is merely to fill this frame as completely and as well as possible. This frame is well defined and consists for one thing, mainly in stimulating agricultural production and of the production of raw materials to an extent sufficient to cover German needs. Some of the other also important tasks include the

Necessity of creating additional purchasing power in the South Eastern countries so that they can buy the goods provided by Germany as counter value. I did already state from which points of view the German economical policies would function, in connection with my definition of the word "Lebensraum". It is self evident that Germany when participating in the development of the Southeastern countries must consider not only it's own, but also the interests of the Southeastern countries. For the

(page 29 of original)

German economy, it is today much more important to know exactly the details of it's own participation in the Southeast after the main lines of this activity have been recognized and approved by the official policies. While in 1931 one of the main results of a Europe-study prepared by one of my colleagues was the question "How can the great surplus of grain of the Southeastern countries be sold in the rest of Europe?" The question has reversed itself today. Germany during the last few years has consciously shifted its imports of grain from overseas to the neighboring countries and is interested now in increasing production in these countries to such an extent that she can cover her requirements, to a large extent, from there.

CERTIFICATE OF TRANSLATION

I, Edward J. Stevens, D-428172, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. HI-1038.

Edward J. Stevens
D-428172

-2-

END

case 6
sup. 8/28

TRANSLATION OF DOCUMENT No. 14319
OFFICE OF U.S. CHIEF OF COUNSEL
FOR THE CRIM.S.

Exh # 2038

Fritz Fischer-Jene
Dept. Propaganda

24 June 1943.

Notes

for the Conferences

- 1) with Direktor Dr. von Schnitzler on 25 June 1943
- 2) in the Ministry for Propaganda (Dr. Loeblach on 28 June 11 a.m.)
- 3) in the special advisory council (Fachbeirat) Foreign Office (AfusRA) on the afternoon of 28 June and morning of 29 June
- 4) in the Commercial Committee on 29 June 4 p.m. Provincial Bank
- 5) in the Propaganda Commission middle of July.

I. Assignment of Tasks and Directives in accordance with the letter from Dr. von Schnitzler dated 16 June and that from the head of the Reichgru (Reichgruppe - Reich group) Zangen, dated 9 June:

- 1) German economic propaganda abroad does not satisfy the present requirements of total warfare and is therefore not capable of influencing public opinion abroad.
- 2) Since propaganda is to be considered an important weapon, every available means must be employed in order to prepare a way for the idea of a common European destiny and a common European economic territory. Emphasis must be laid here on the economic scientific and technical achievements of the world-famous German industry.
- 3) To this end, beneath the modest cloak of private publicity, access must also be obtained to those circles abroad which are less easily reached by official propaganda.

The big export deliveries which we still have today in spite of the war must meet with all the more recognition abroad, as they strengthen to a decisive degree the economic strength of those countries which could hardly live without our supplies.

- 4) The publicity made by German industry abroad (publicity of separate firms) is undiminished and, whatever happens, must be continued. (see directives Reichgru).
- 5) Joint foreign publicity action to be carried out in Europe, under the control of Reichgru (Reichgruppe).
- 6) Funds to be made available from propaganda budgets. Reichgru will also issue directives for the use thereof.

II. Execution.

To be carried out by means of cleverly arranged texts in foreign newspapers and reviews.

Reference to be made here to the importance of German industry in the world.

Through I.G. activity to show the world-importance of the chemical industry. Emphasis to be laid on our leading German chemists, doctors, and other scientists (Runge, Hoffmann, Liebig, Bock etc.)

EXHIBIT C DOCUMENT No. 14319
CONF'D.

(page 2 of original)

Special mention must be made of world-famous products like Germanin, these in the dyestuff business our outstanding vat dyes which we were the first to bring out, thereby launching a movement for fast colors, (e.g., see our Turkish advertisement series of December 1940 against the Imperial Chemical Industry, and our special series of 1939 "Dyes for English ships' flags", "Records in chemistry".

In accordance with my suggestions of February 1940 (Klotten D.I.S.) all events and occurrences of special economic-political importance must be taken up at once and texts launched of an appropriate and topical significance (see e.g. nitroben deliveries to Turkey or in photography the Portuguese advertisements of the R.A.F. for the sale of cameras)

In addition to publicity through advertisement new ideas must be given also for other methods of publicity, such as pamphlets for informational purposes (see Russian action), films and exhibitions.

Suggestions must be made to neutral countries for technical improvements, in order to show up Germany's position as a leading power or its exceptional position in the industrial field.

I repeat also my old D.I.S. suggestions of 1940 for the organization and launching of a topical picture service and text service for effective propaganda in neutral countries abroad.

Appeals to the economic good sense of neutral countries through technical articles, drawn by recognized leaders and technicians of international economy.

III. Fundamental Conditions for this Execution.

Special budgets must be authorized, as deviation from normal balance-sheets is difficult or impossible (see, for example, the dye-stuff budget for which the sum total is relatively high, although the separate amounts allowed for the individual neutral countries are small).

Clarification of the question of foreign exchange as one of the most important points of all.

(Can holdings in foreign currency abroad be used partly to cover expenses in publicity instead of serving entirely for the purchase of ores and other raw materials?)

Slackening of consensually regulations and limitations imposed by the publicity board.

References to peak performances in the armament field must also be allowed, on the condition, of course, that they are made with skill and in a way which causes no prejudice to Germany, at present it is prohibited to make allusions to German products which came into being in the war and which are often of a revolutionary nature "because they were not advertised before the war".

TRANSLATION DOCUMENT NO. NI - 14919

POST'D.

(page 3 of original)

Picture material must be released on a generous scale.

Permission must be given to use the advertisements of enemy powers in neutral papers (at least to a small sworn circle).

Constant supervision of enemy economic propaganda in neutral countries abroad.

(Up to now it was only possible for us to lay our hands on partial cuttings of English and American advertisements in these countries).

IV. Questions and Reflections.

Aggressive German advertisements in neutral countries abroad will produce the sharpest counter-aggression and probably with incomparably bigger financial costs. Besides this, it is probably impossible to place such advertisements in neutral papers.

The lack of organs carrying publicity is felt bitterly now owing to the slowing-down action of January. (Leading newspapers which are well-considered and bought abroad, like the "Neue Linie" (New Line), have disappeared; only a few have remained like "Ruck" and "Signal" with a small section reserved for advertisements and a too-conscious emphasis on the political note).

A lack too subtle round-about as those used for example by the USA in the Saturday Evening Post or Vogue.

The mixing of publicity for products with political propaganda has for obvious reasons been deemed undesirable by the big export firms and is still not desired today, so that a certain reserve is necessary in advertisements relating solely to firms.

(signed): Fischer - Jeno.

CERTIFICATE OF TRANSLATION.

I, DOROTHY E. PUELLER, USJET 482, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document NO. NI - 14919.

10 March 1943

DOROTHY E. PUELLER
USJET 482.

TRANSLATION OF EXCERPTS FROM DOCUMENT
NO. NI-10568, OFFICE OF CHIEF OF
COUNSEL. - - - - -

The drafts are to be compiled by the Proko Office
and submitted to the offices concerned for their
opinion after they have been generally approved.

.....

Berlin, 29 June 1943
71/Sohn/K.

signed: von Schnitzler Frank-Fahle

I, DOROTHEA L. GALENSKI, ETO 34079, hereby certify that
I am thoroughly conversant with the English and German
languages and that the above is a true and correct trans-
lation of Document No. NI-10568.

27 February 1948

DOROTHEA L. GALENSKI
ETO 34079

6-11-45
up. 12.11.45

0x 2040

TRANSLATION OF DOCUMENT NO. NI - 6544 - A
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

AFFIDAVIT.

I, Dr. Max ILGNER, a member of the Vorstand of I.G. Farbenindustrie Aktiengesellschaft Frankfurt (Main) from 1934 until 1945; after having been warned that I will be liable for punishment when making false statements, herewith state under oath the following, of my own free will and without coercion:

1) Since my capture by the American authorities in April 1945, I have prepared numerous reports on the organization of I.G. Berlin NW 7 and its functions; on the I.G. liaison agents and the support given by I.G. to the State and the Party with regard to foreign countries, as well as on I.G.'s relations to the authorities in general. I refer especially to the following reports and interrogations:

| <u>Date:</u> | <u>Subject Dealt With:</u> |
|--------------|--|
| 18 June 1945 |) Request for support abroad from the I.G.) by the Wehrmacht, the Security Service,) the Government and the Party. |
| 28 June 1945 |) Organization and functions of I.G.,) Berlin NW 7. |
| 18 July 1945 |) Report on various questions regarding the) interrogation of 18 July 1945. |
| 22 July 1945 | Additional remarks to various reports. |
| 23 July 1945 |) Interrogation on the organization of I.G.,) Berlin NW 7, and the special functions of) Volkswirtschaftliche Abteilung (Political) Economy Department). |

(page 1a of original)

| <u>Date:</u> | <u>Subject Dealt With:</u> |
|----------------|---|
| 1 August 1945 |) The manner in which I.G. Berlin NW 7 was) managed and my own work. |
| 4 August 1945 |) Report on the interrogations: "I.G.'s sup-) port of the Wehrmacht." |
| 18 August 1945 |) History of the Chemnycoc, Inc. and func-) tions of this statistical department. |

2) With the exception of the above-mentioned interrogations all the aforementioned reports were drawn up in my own handwriting. All facts referred to in the reports and interrogations were truthfully reported, according to my best knowledge and recollection. I point out, however, that then (1945) I was not as well informed on many happenings as I am today after I could obtain information in Gransberg camp from my colleagues and associates on many things of which, in 1945, I had only incomplete knowledge or no

knowledge at all; on the other hand, my recollection was in 1945 in many respects more vivid than it is today. When reading through the aforementioned reports I noticed that I reported on many facts very vaguely and in generalities while matters often were not expressed in the interrogations as I would have laid them down in an unbroken report. In my first interrogation in Muenberg, in April 1947, already reported orally on the external circumstances under which most of the reports and interrogations came about in the summer of 1945.

In the following I am combining all the facts given in the aforementioned reports and interrogations in one consolidated report and at the same time I am adding a few dates which I communicated to Herr Otto VANDER, in the first two weeks of April 1947, in Muenberg.

(page 2 of original)

3) Upon the request of C. v. WILHELM, FLIENING and SELCK I set up the organization of I.G. Berlin NW 7 in 1926, to establish a contact with Dr. SCHLITZ in his capacity as I.G. financier. About the time of 1927/28 the Finanz-Abteilung (Finance-Department) I.G. Berlin NW 7 came into existence which became the basis for Zentralfinanzverwaltung (Translator's Note: ZAFI - Central Finance Department) in 1931, the other I.G. finance offices (in total approximately seven) being liquidated.

4) As a sub-department of Finanz-Abteilung I.G. Berlin NW 7 the Volkswirtschaftliche Archive fuer die Beduerfnisse der I.G. Finanzen (National Economy Archives for I.G. Finance Requirements) was established in 1927. In the year of 1928 Geheimrat BUCHER caused Professor von KOLLNDORF, a member of the Aufsichtsrat of I.G. to take a trip to the U.S., to collect information acquainting him with the structure of the National Industrial Conference Board, first of all, and also with other American statistical organizations, as well as those of political economy, preparatory to the establishment of a similar organization in Germany; this was done in 1929, with my assistance, as the Volkswirtschaftliche Archive were expanded and made into an independent unit as Volkswirtschaftliche Abteilung. In connection with this expansion Professor MACHMANN, President of the Reich Statistical Office (Statistisches Reichsamt) - who is also the head of the Institut fuer Konjunktur Forschung (Institute for Market Analysis) assisted us by putting qualified personnel at our disposal. MACHMANN was under personal obligation to I.G. because in 1928 he, too, through the intervention of Dr. SCHLITZ whose personal friend he was, had made at I.G.'s expense an extended trip for study purposes to the U.S.A.. In later years I gave to Dr. RATHENOW, the head of Vowi (Economic Department) a certain leeway in admitting outsiders as associates for carrying out investigations pertaining to political economy, to obviate the need of employing too many qualified assistants with Vowi of I.G. It is for this reason also that I.G. paid considerable amounts to the Institut fuer Konjunkturforschung (Institute for Market Analysis) in Berlin, and to the Weltwirtschaftliche Institut in Kiel (Institute for World Economy) so as to permit making use of the highly qualified working staffs of these institutes for its own work related to political economy. For a similar reason Vowi maintained a collaborators' relationship with the Statistical Department of Chicomayo based on an I.G. retainer contract by reason of which especially the statistics and other material pertaining to political economy published in the U.S.A., were passed on to Vowi.

(page 3 of original)

Returning to my position as Betriebsfuehrer ("Plant Leader") of I.G. Berlin No. 7 (mid-1940) after having been away because of sickness, I heard that my brother, Rudolf W. ILNER, the Chief of the Statistical Department of Chemnycor, was on trial in Washington because of the destruction of files and data of Chemnycor. I am not informed why this happened but from what I heard in the meantime I am inclined to assume it was because after the outbreak of the English war and prior to the outbreak of the American war, Chemnycor had sent data on political economy to Voss from which inferences with regard to the American armament could be made and, apparently, one felt concerned that American authorities might establish such conclusion. If this assumption should be correct, I am of the opinion that this destruction of files was superfluous and not right. As a result of the cooperation by way of Chemnycor with other political economy institutes, such as the Institut fuer Konjunkturforschung in Berlin, the weltwirtschaftliche Institut in Kiel, the National Industrial Conference Board in New York, and other American political economy institutions, the high scientific standard of the Volkswirtschaftliche Abteilung of I.G. was at the same time guaranteed.

5) At the time of the Brüning government, i.e. at the time of the severe German depression, Geheimrat BUCHER established a secretariat in Berlin; his secretary in Berlin, Dr. GATTINGAU, was at the same time put in charge of a Referat on commercial policy and of the press office of I.G. in Berlin. These departments were under the direct supervision of Dr. DUISBERG, the head of the Z.A. Büro (Office of the Central Committee) in Frankfurt (Main), and indirectly subordinated to the Central Committee. As far as I know, Dr. GATTINGAU kept up also a certain contact with the Wirtschaftspolitische Beraterkreis (Circle of Advisers on Economic Policy) of Geheimrat BUCHER, the so-called "Kallik-kreis" (Kallik-circle). With the economic depression becoming more stringent the Handelspolitische Referat (in particular I.G.'s wishes relative to tariffs and quotas) gained growing importance, which still further increased after the Nazis took over the power and controlled economy was more rigidly applied. Following a resolution by the Central Committee, the Handelspolitische Referat was reorganized as the Wirtschaftspolitische Abteilung of I.G. (Wipo), it being also directly subordinate to the Central Committee. As the State and the Party increasingly interfered in matters of economy, the main task

(page 4 of original)

of Wipo as an auxiliary organization and, especially of the Verkaufsgemeinschaften (Sales Combines) of I.G. was to obtain approvals - in a great number of cases required of authorities - and in the respective cases to represent I.G.'s wishes in dealing with the authorities. As the control of economy became more rigid from year to year, the scope and the importance of Wipo kept on growing. After 30 June 1934 Wipo and Press Office - in the case of the latter it may have been somewhat earlier - were integrated into the organization of I.G. Berlin No. 7; this was done primarily because of personal difficulties which Dr. GATTINGAU had by reason of 30 June 1934. Because I myself left Germany as early as August 1934 to proceed on my Far East trip, I practically took over the supervision of Wipo not until after my

return in mid-1935. During the war the Pressestelle was entrusted with the task of providing the needed newspapers and magazines from abroad; this was done by way of Portugal, and possibly also by way of Switzerland and in conjunction with the Verkaufsgesellschaft Pharmazeutiker (Bayer); details are not known to me.

6) From the general commercial functions of the original "Bureau of Dr. SCHMIDT" (1926) the I.G. Bureau developed in various stages, in 1931/32 approximately, from which in 1936 the "Bureau des kaufmännischen Ausschusses" (B.d.A.A.) originated.

7) Apart from the five "Hauptabteilungen" (Main Departments) already mentioned, the office of I.G. Berlin NW 7 also comprised two other special main departments (sachliche Hauptabteilungen), - the Rechtsabteilung (Legal Department) and the Exportförderungsabteilungen (Department for the Promoting of Exports) - and four general administrative departments (Direktions-abteilung (Directorate Department), Verwaltungs-abteilung (Administration Department), Personal-abteilung (Personnel Department) and Bau-abteilung (Building Department). The Rechts-abteilung had originated from a sub-department of the Zentralfinanzverwaltung, the Finanz-Sekretariat, and later on became independent. Similarly, the Exportförderungs-abteilung developed from a sub-department of "Zefi", the Kompensation-abteilung (Compensation Department); the latter had been established in 1931, in connection with the effects of the bank crash and the freezing of currencies in countries of South-eastern Europe. For the same reason the Zefi-Vertrauensmänner were then appointed whose function - incidental to the export promoting program - was later on broadened to cover the function of I.G. Verbindungs-männer (I.G. liaison agents). I have already prepared a chart which gives a survey of the organization,

(page 5 of original)

of I.G. Berlin NW 7, the personnel and its functions. In the following I am giving once more a brief survey of the management, the seven special main departments and the four general administration departments of I.G. Berlin NW 7:

- I. Management: IHMEKE, Betriebsführer, BRUNDM, Deputy
FRANK-FAHL, GATTINGAU - later on TEFLEND, KIRSTEN-
later SACHS (The latter two as assistants to the
Betriebsführer)
- II. Zentralfinanzverwaltung: BRUNDM, FRANK-FAHL, HALPERT, v. MEI-
STER (Top Management: Geheimrat SCHMIDT)
 - A. Finance-Secretariat: KIRSTEN, GEBLICH, HINZE
 - B. General Foreign Exchange Control: GEBLICH, SCHERER, HINZE
 - C. Foreign Exchange Control: GEBLICH, A. MULLER
Commodity Imports: v. MEISTER, RONG, RITTER
 - D. Credit Department: SCHERER, PAUL
 - E. Bookkeeping:

F. Securities Department:

Coupon Control:

Cashier's Office

SCHMIDT, H. DOK

III. Export Promoting Department: FRUGOLD, DIBLANK, A. CHAN

A. Compensations

A. CHAN and others?

B. Office for Creation of
Additional Exports (Zusatz-
ausfuhr-Verfahren) (Z.A.V.)

A. CHAN and others

C. Special Transactions
(Sperrmark (blocked marks)
etc.)

A. CHAN and others

D. I.G. Soja Interests

WALCHERT, HERS, v. FLURGE

IV. Legal Department FRANK-FAHLE, KERSTEN, SILCHER, HOSHE
(Top Management: v. JENNERICH)

- A. General legal questions of all departments of I.G.M. 7
- B. Contact with I.G. Legal-Committee (v. JENNERICH)
- C. Work for other I.G. offices:
 - a) for v. JENNERICH SILCHER
 - b) for Oil Department: REINTGES

V. Bureau des Kaufmannischen Ausschusses: FR. G. SCHILLER, G. SCHILLER, later
(Top Management: v. SCHNITZER) SCHNITZER

- A. Department West: SCHNITZER, later WILLOTH, SCHONE
- B. Department East: BAKER, LINDNER

(Page 6 of original)

VI. Wirtschaftspolitische Abteilung: GATTENAU, later TEPFELER, E.
MULLER

- A. Liaison Office Sales Mixed Colors: SCHILLER, GASE
- B. " " Sales Mixed Chemicals: PRETZEL, v. BOMMEINGHUSEN
and Purchases
- C. " " Sales Mixed Pharma- EICHNER, DELEBRUNCK
ceuticals
- D. " " Sales Mixed -gfs: BOKER, JACQUES
KALLE:
- E. " " Nitrogen, Oil, v. d. HEVIE (Military Intel-
Agriculture ligence delegate No. 7)
ELMACHI, MITSCHIN
- F. Trade Policy Branch: ANDEMANN
- G. Liaison Office with Industries
Economy:

VII. Volkswirtschaftliche Abteilung REINTGES

- A. General investigations in the field
of political economy - currencies -
payment and trade balances. FULST, PLATZ, HURK-
HEIDER
- B. Market analysis and prognoses,
reports on countries, maps of
countries, travel reports HUPP, DEMLIN
- C. World Markets in Chemicals: LONGE, ZIMMER
- D. Firms and Finance Archives: RINGERT, DORN
- E. Vowi (Economics Department) Branch
Office Frankfurt/Main: DIELEN, ANTONI
- F. Vowi (Economics Department) Branch
Office Vienna: GROSS, RICHTER.

VIII. Press Offices P. S. AGE

- A. Press at Home: BREITNER, HOLTHOFFE
- B. Foreign Press: v. TIRPITZ

IX. Direktionsabteilung (Directorate Department) G. SCHILLER, later
KERSTEN, PRETZEL, later de H.S.,
later BACHER.

- ... General functions of the management: Minutes on mail discussion, application and use of the I.G. Minutes etc.
- B. Personnel card index and records on present.

X. Administration Department: HELPERT, SCHUMANN

- ... General administration: house, club, car etc.
- B. Administration of offices handling evacuation (Ausweichstellen).
- C. Travel Office: HENSCHEL

XI. Personnel Department: JACKSON, RUDOLPH, HOEFELICH

- A. Salaries, accounting: HOEFELICH

(Page 7 of original)

- B. Social benefits: SCHENKING (Betriebsabmann of I.G. Berlin N. 7)
- C. Office handling indisponible persons' cases
(Translator's Note: U.K. Stellung can not be replaced) RUDOLPH (Deputy, Abwehrbeauftragter of I.G. Berlin N. 7)
- D. Salaries and allowances for the executive staff and foreign associates: V. JEL (Office V. JEL)

XII. Building Office: BOENKE-RIEHTEN

- A. Administration of I.G. houses Berlin N. 7
- B. New constructions (houses in shift set-up); evacuation premises.

B.) In connection with the steadily increasing air raids during the war and the expansion of evacuation premises for the operations of I.G. Berlin N. 7 there arose at the same time the need for expanding the air raid protection service. Primarily to relieve from such duty the executive officials who were already overburdened, I engaged as air raid wardens for my various office buildings in Berlin and for various evacuation premises a number of officers who had been discharged from the Wehrmacht (General LECH, Lt. Col. IRGLING, Capt. PIERONKOWSKI and two or three Staff and subaltern officers, whose names slipped my mind). After the outbreak of the war General THOMAS approached my deputy KRUZGER - I myself was sick - and requested him to place the retired General MARMERWITZ with I.G.; the request was submitted to Geheimrat SCHLITZ who decided for the employment. MARMERWITZ was to be used in the aluminum scrap trade; in the beginning he was also used to maintain liaison with General THOMAS and, later, in the Potsdam Nickel matter. Envoy NEUBACHR recommended to me to employ General MUFF, also retired, who at one time had been Military Attache in Vienna and who was familiar with South-eastern Europe from his own experience. In connection with the clay-aluminum (Tonardo-Alumina) project in Transylvania I used him as liaison man for the Experts' Committee on Questions pertaining to Industrial Financing in Romania with the Romanian Armaments Ministry in Bucarest. In a similar manner I engaged General GAUTHIER, from Vienna, whom I knew personally, as an associate as he, too, had been discharged toward the end of the war. I had intended to use General GAUTHIER who had been recommended to me by

Herr v. MILLMOVERBY - as a liaison-man within the frame of industry negotiations in Hungary; however, because of the advanced stage of the war,

(Page 8 of original)

it did not even come to making actual use of General GAUTHIER. Upon the recommendation of my colleague for MEER, I finally engaged, toward the end of the war, Col. v. GERSDORF who had been discharged in Italy in connection with the events of 20 July 1944, to carry through the shifting of parts of my I.G. Berlin No. 7 establishments to Bitterfeld.

9.) From the organizational point of view the setup of I.G. Berlin No. 7 was in the main finished in 1932 although the organization spent years of labor to find recognition within I.G. Contrary to the experience of I.G. Berlin No. 7, the Central Bookkeeping Department with its organization embracing the whole Konzern in all its details, was a fully recognized central office; the same holds true for the extensive organizations in the technical field, especially for the TGA-Office (Zentralstelle des Technischen Ausschusses - Central Office of the Technical Committee), the Sparten offices (central office of the three Sparten), but also for the Z.B. Buero (Central Office), the Zentral Einkauf (Central Purchase), the Central Tax Department, the Central Insurance Department, the Central Office for Agreements, the Zeikra (Central office for Railroads and Transportation), and the Vermittlungsstelle (Liaison Office). These were all central offices of I.G. which carried out their functions quite independently of the No. 7 organization. In the course of the economic depression and the planned economy resulting from it, a closer connection between the various I.G. Berlin No. 7 departments developed of necessity, especially with the various Vorkaufsgemeinschaften (Sales Combinations) of I.G. for whose assistance No. 7 discharged functions in an increasing measure so that proportionately to the work my responsibility and that of my co-workers increased likewise; this was the case especially during the years of the war although - as a result of war conditions - the scope of my organization diminished considerably during that time, and of the main and sub-departments which had existed in 1932 - totaling approximately 40 - many had already been dissolved or no longer actually functioned.

30.) Division of work in the I.G. Berlin No. 7 management

The division of work within the management and among the so-called "V.M." (Verantwortlicher Abteilungsleiter - responsible head of department) of I.G. Berlin No. 7 was in broad outline as follows: apart from the fact that I was the responsible head of the I.G. Berlin No. 7 organization, my work before the outbreak of the war was decisively curtailed (Translator's Note: German text not clear).

(Page 9 of original)

by the fact that during the years of 1928 - 1939 I spent more than half of my time on overseas trips and travels abroad, or I was sick; about one-fourth of the time I spent on trips within Germany, participated in the meetings of I.G. commissions, etc. or was kept away from my office by other activities. For this reason I had arranged for a regular partnership system with my colleagues KRUEDER and FAHLB according to which each of us was independent to a far reaching degree; the same

holds true with appropriate modification for the other members of the management and the other responsible heads of the departments, respectively. I had reserved to myself all questions basically organizational, relating to personnel and social welfare matters and, in particular, the basic questions pertaining to the export promotion field, the industrialization of the Financing Companies and, especially, questions pertaining to currencies (Security Problems). During the war I devoted about half of my time to South-east Europe and problems related to foreign trade. Herein I was assisted primarily by REITHINGER, CROSS, FUERNST, v. RAJEC, Frédoles R. REILL, and others. This activity included my various functions in the individual Committees and Associations handling the South East and the foreign trade: as Chairman of the South-east and Hungary Committee of the Reich Group Industry; as Chairman of the Export Committee for Questions on the Financing of Industry in Rumania; as Chairman of the South-east Committee of the Economic Group Chemical Industry; Vice President of the Mitteleuropäische Wirtschaftstag (Central Europe's Economy Day) and as member of the Arbeitskreis fuer Lesezwirtschaftsfragen der Reichsgruppen Handel und Industrie (Circle of Workers dealing with Foreign Trade Questions arising for the Reich Groups of Trade and Industry). I spent approximately one-sixth of my time on the projects of Norsk-Hydro, Nodisk Lottmetall and Banque de Paris; KESTEN, BACHEN and RENZE assisted me in this respect.

About one additional sixth of my time I spent in the last years of the war on the organization and the construction of evacuation premises for my organization; toward the end this also included the maintaining of contact between the I.G. Vorstand in Central Germany and in the West. In these functions I was assisted by von RECHER, de HAAS, HELMSTEDT, BOENKE, v. TIRPITZ, v. GERSDORFF and many others. The remaining one sixth was available for the current tasks of my organization in Berlin.

(Page 10 of original)

KHUEGER was my permanent deputy in the years of 1929 until 1944; he managed the organization during the long periods of my absence especially during the period of December 1938 until approximately June 1940. In addition to this KHUEGER was in special charge of the management of Zentralfinanzverwaltung, the Exportförderungs-abteilung, and the Soja interests of I.G.. KHUEGER furthermore devoted his attention especially to questions pertaining to South-east Europe (Soja), Turkey and Russia. At the same time he was delegated to the management of the Stickstoff-Syndikat G.m.b.H., for handling financial questions. When the war began KHUEGER was drafted into Wehrwirtschaftsstab THOMAS as an officer of the reserve forces, but at the same time he was granted leave to take charge of the I.G. Berlin NW 7 organization, and to see to it that the work capacity of "Vowi" which was under commitment (?) to the Wehrwirtschaftsstab THOMAS was actually made available in the requested measure. In mid-1944 Dr. KHUEGER separated himself from the management of I.G. Berlin NW 7 and joined the management of the Stickstoff Syndikat as the presumptive successor to Dr. OSTER.

In 1929, in my capacity as member of the Board of Directors and Vice President of the American Chemical Corp., New York, I recommended to the Board of American I.G. the employment of Dr. FRANK-FAHLE as assistant treasurer; FAHLE became later on treasurer, and in 1932,

We agreed on his separation from the American I.G. and his joining the I.G. Berlin NW 7. In this organization he was in charge of the Legal Department which, at a later date, however became more and more independent under v. JENESZ as the chief manager. FRANK-F. HIL also directed the Office of the Commercial Committee where he was put in charge of the minutes. Besides, he devoted his special attention to the Dutch and English Finanzierungs-gesellschaft (Financing Company) (Mepro and .co) and to the business in general with the Reichsbank, as well to negotiations for credit abroad; altogether, he was on frequent occasions called upon special assignments (Foodstuffs project, Argentine; International Nitrogen Convention, Inc., London, and Inc., Oslo). During the war he also acted as financial adviser to the Verkaufsgemeinschaft Chemikalien (Sales Combine Chemicals), notably, for the projects of Potamo-Nickel and Osmag-Darmag. Until mid-1944 F.HIL was second deputy chief of I.G. Berlin NW 7. After KRUGER left he

(Page 11 of original)

became the deputy chief of I.G. Berlin NW 7 and at the same time the head of Zentralfinanz Verwaltung. GATTENAU was head of the Wirtschaftspolitische Abteilung until 1938; he then took over the functions in Austria and Slovakia (Donau Chemie A.G., Vienna, and A.G. Dynamit, Bratislava) and at the same time he acted as liaison-man for I.G. with regard to the interests of the Group A.G. Dynamit, Bratislava, in South-eastern Europe.

FERHAAR was deputy chief of Wipo from 1933 until 1938 and became its chief after GATTINEAU left. At the time of the Sudeten crisis, in 1938, he was assigned the task of handling the M-question (how to deal with commercial employees of I.G. in case of complications arising from the war), and of the conferences thereby arising with the Reich Ministry of Economics; he was assisted herein by v.d. HEYDE. After the outbreak of the war, von SCHWITZER, the Chairman of the Commercial Committee, requested FERHAAR to attend regularly the meetings of the K.A., and to report early in the meeting on the general situation; - in the beginning also regularly on the M-question - in regard to the latter he often had the assistance of v.d. HEYDE. Towards the end of the war FERHAAR also had under his control - without paying close attention to it - of the Press Office and, at the same time he directed the evacuation premises STULPE, v. MALTZAN assisting him in this.

REITHINGER was the real organizer of the Volkswirtschaftliche Abteilung and directed it from 1929 until the end. He was at the same time Privatdozent (unsalaried university teacher) at the University of Berlin. In 1931 he accompanied Geheimrat SCHEITZ to the International Economics Conference in London (Hoover moratorium); SCHEITZ was then economics adviser to Reich Chancellor BRUNING.

REITHINGER belonged also to the Wirtschaftler-Kreis "Economists' Circle" which in the years of 1931/32 acted in advisory capacity for the BRUNING government; in this circle he closely cooperated with and throughout the following years he was mine as well as Geheimrat SCHEITZ's consultant in political economy matters; for my person this applies especially with regard to my activity in the industry committees for South-east Europe in the Mitteleuropaische Wirtschaftstag (Central European Economy Day), and in the Arbeitskreis fuer Ausseiwirtschaftsfragen (Circle of Workers on Questions Pertaining to Foreign Economy) of whose work staff he was a member. He was managing Chairman of the Political Economy Committee in Mitteleuropaischer Wirtschaftstag, and in the Institut fuer Konjunkturforschung he mainly discharged my duties as a deputy.

(Page 12 of original).

member of the Supervisory Council (Kuratorium), i.e. attending of meetings. At the beginning of the war the Political Economy Department was placed under commitment to the Volkswirtschaftsstab (Military Economy Staff) THOMAS (I do not know the details). REITHINGER was responsible for the writing of the political economy reports requested by the Volkswirtschaftsstab.

M. PASSARGE directed the Press Office of I.G. from 1933/34 until the end; being somewhat handicapped by his bad health in the last year of the war FERHAAR during that time took over a certain general supervision of the Press Office. PASSARGE was a member of the Propaganda Committee of I.G. (Proko) and in my place discharged all duties arising from my membership in the Aufsichtsrat of the Transocean-Gesellschaft (attendance at the meetings). PASSARGE was a member of the Vorstand of the Vereinigung Carl SCHIERZ and at the same time its press consultant. As chief of the I.G. press he was also press consultant for the chairman of the Vorstand of I.G., Geheimrat SCHEITZ, assisting at press receptions incidental to general assemblies of I.G., assisting also in editing the press communiques.

11.) Aside from the various departments of I.G. NY 7 which apart from their numerous other duties and incidental to the discharge of these duties had to maintain current contact with government agencies -

since 1933 also with Party agencies - this applying especially in regard to the Wirtschaftspolitische Abteilung - I.G. further comprised a great number of organizations and persons who, incidental to the discharge of their specific tasks, likewise had to maintain current contact with official agencies. In this connection it must be pointed out that within the frame of measures arising from control of economy - introduced already under the BRUNING government - an ever increasing necessity developed for I.G. to approach the authorities for their approval on normal matters of economy. This became more and more pronounced after 1933 and, finally when during the war the government and the Party practically determined what was to be produced, out of what raw material, at what price, and to whom it was to be delivered, the need arose for every executive official of I.G. to maintain a constant contact with the government offices competent for his field of work in order to guarantee the execution of the tasks he was charged with.

(Page 13 of original)

The list of I.G. officials and I.G. Grunion (brain trusts) given below cannot claim to be complete but these may be said to be the most important ones who, for official I.G. purposes, maintained contact with the government agencies and later on also with Party offices:

- | 1. I.G. officials or Grunion: | State or Party agencies: |
|--|--|
| Wirtschaftspolitischer Berater-Kreis) der I.G. (Kalis-Kreis) for consultation) by Geheimrat BOSCH KALIS (member of the Reichstag) (Dout-) sche Volkspartei (German People's Party)) Chairman RUMMEL (member of the Reichstag)) Staatspartei (State Party)) LANGERS (member of the Reichstag)) Zentrum (Centre)) MOLLENHAUER (member of Reichstag),) Volkspartei) v. MOLLATHOFF (leaning toward Social) Democrats) KRECHTHUM (International Lawyer) LEHNER (Contact-man of Geheimrat) BOSCH) v. SIMSCH (Foreign Trade Economist) | Maintained contact and supported the Reichstag Parties such as the Centre and the moderate Right and Left. The circle existed from about 1925 until 1935/36 (unofficially somewhat longer, perhaps). |
| 2. SCHMITZ v. SCHNITZER WALKE W.R. MANN ILNER KRUGER REITHINGER HUTTENBACH KUEPPER BOYER and others | Maintained contact with the various committees of Reich Group Industry (Boirat, Committees on Leather-, Insurance, Law, Foreign Exchange, etc.) |

(Page 14 of original)

- | 3. I.G. officials or Grunion: | State or Party agencies: |
|-------------------------------|--------------------------|
| TER MEER |) |

| | |
|------------------------|--|
| WURSTER | } Maintained contact with the various committees of the Economic Group Chemical Industry (Präsidium, Beirat (Advisory Council); Fachgruppen (Sub-Groups); Leander-Kommissionen (Lender Committees), etc.). |
| v. SCHMITZ | |
| GAJERSKI | |
| OTTO | |
| SCHNEIDER | |
| ILGER | |
| BRITTINGER, and others | |

4. Propaganda Committee of I.G. (Proko)

| | |
|---------------------|--|
| M.R. MAHE, Chairman | } Wehrat (Propaganda Council) der deutschen Industrie (subordinated to propaganda Ministry). |
| VEIGAMIT, Successor | |
| v. SCHMITZ | |
| VEL (Acta) | |

5.

| | |
|---|--|
| SCHNEIDER, Hauptbetriebsführer of I.G. (Plant Leader) | } Deutsche Arbeitsfront (German Labor Front) |
| HERTRAMS, Assistant to the Hauptbetriebsführer | |

6.

| | |
|--|--|
| SCHNEIDER, Chief Abwehr Beauftragter (Agent) of I.G. | } O.K.W. Abwehr, from 1944 on also Security Service. |
| BURRO A (Abwehr) | |
| DIECKMANN, for the technical sector of I.G. and v.d. HEYER for the commercial sector of I.G. (before 1933 MERHECK, Leverkusen) | |
| | |

7.

| | |
|---------------------|-----------------------|
| v. KNIRRM | } Ministry of Justice |
| SILCHER, and others | |

8. Agricultural Department and Experimental Station Lisbagger Hof

| | |
|------------------------|---|
| STROEBELE, in charge | } Maintained contact with all agricultural authorities (Food Ministry, Reichsanstalt (Food Estate) etc.) with regard to fertilizer production and agricultural questions. |
| Prof. WARMOLD | |
| OSTER | |
| v.d. HEYER | |
| HELMERLING, and others | |

(Page 15 of original)

9.

| | |
|------------------|--|
| HOEHLER | } Reichsgesundheitsführer (Reich-Health Leader) with regard to pharmaceuticals |
| MANN, and others | |

10.

| | |
|--|---|
| MAIRER in concert with the Sales Companies of I.G. | } |
| | |

(v. SCHWITZER, KUGLER, WESCHMANN, MANN OTTO) and I.G. Berlin SW 7 (ILG) and especially KREUGER, GIBELICH, (Foreign exchange) and TIEHLER
E. MUELLER (Wipe)

Anslands organisation der Partei (A.O.) (Party Organization of Germans living abroad).

11.

SCHNEIDER
BUTTERFISCH Sparte I
MUELLER - OBERLAD
AMEROS
BURGIN Sparte II
WURSTER
GAJEWSKI Sparte III

Maintained contact with KRAUSE in his capacity as General Plenipotentiary for Special Questions of the Chemical Production within the frame of Four Year Plan, and the Reichsausschuss fuer Wirtschaftsaufbau (Reich Office for Economic Development) respectively.

12.

Vermittlungsstelle V dito (Translator's Note: Crossed out)

DIEMER
GOER Chief
SCHNEIDER
BUTTERFISCH Sparte I
MUELLER - OBERLAD
AMEROS
BURGIN Sparte II
WURSTER
GAJEWSKI
KLEIN Sparte III

Contact with Ministry for Armaments Production, later Armaments Ministry

(Page 16 of original)

I.G. officials and German

State or Party Officials

13.

BURGIN
HAEFLIGER Nordisk Lottotall
INGHER A. S.
v.d. REY Oslo
MOSCHER

Contact with the Aviation Ministry, for the production of light metal, Nordisk Lottotall A.S., Oslo.

14. Liaison Office (Verbindungsstelle) Nord
v.d. REY, Chief

Contact with all official German agencies in Norway, especially with the Reich Commissioner with regard to the industrial interests of the I.G. in Norway.

12.) Because of I.G.'s big staff of qualified associates with broad training, requests for personnel of that type, and wishes, were frequently brought to I.G. by official and public institutions.

When, in 1933, I became President of the Carl SCHURZ association, I myself wanted to have a secretary there upon whom I could personally rely; for this reason my associate de Haas was placed at the disposal of the Carl SCHURZ association as manager. He practically remained in that position until 1939/40. During the war such assignments be-

came more frequent; for the greatest part they came about upon the request of authorities. Thus about the time of 1942, ALLEMANN (Wipo), for example, was being asked for - upon the request of the Reich Group Industry and for my assistance in the various South-East Committees - for the South-East Department of the Reich Group. After the termination of the Frankfurt - campaign, the Economic Group Chemistry asked Vowt to make FUERST and FOESTER (former charge d'affaires in Paris) available for several weeks, for the sorting of captured files.

TRANSLATION OF DOCUMENT NO. HL-5544-A
Cont'd

Towards the end of the war the Economic Group Chemistry, in addition, asked for RUPP (Vowi) for their own office. FUEHRER of the press office of the I.G. was requested for the Foreign Office, and upon the request of FISCHER (Fuel Specialist in the Ministry of Economics), DIEMANN was placed at the disposal of the Continentale Oelgesellschaft (Continental Oil Company).

13.) In the same measure as qualified I.G. personnel, also the political economic exposes of I.G. (Vowi) were in demand by all authorities, on account of their high quality. This holds true especially for the Economic Department of the Foreign Office; RITTER, who was the head at that time, had made it a practice to come frequently and gladly to Vowi - since its establishment in 1929 - to obtain information on matters pertaining to political economy because, according to his own statements he obtained information quicker from Vowi than from the Statistisches Reichsamt (Reich Statistical Office) and yet it was equally reliable. Vowi's expositions which dealt with world problems as well as with studies into questions pertaining to Germany's home economy and the economy of other countries were read with special interest by Herr RITTER because they were in a green binder these exposes were called the "Green pamphlets of Vowi". In these analyses Vowi would make use of all the material it had at its disposal at any given time; also it contained, first of all, all the data which - by reason of the existing associate agreements - became available to Vowi through the Institut fuer Konjunkturforschung in Berlin, through the Weltwirtschaftliches Institut in Kiel, but also through the National Industrial Conference Board, New York, and other institutes, as well as through statistical departments and political economy departments of banks and industrial enterprises at home and abroad. Over and above that, one also made use of all economic facts and information in any way interesting and important for economy as they were gleaned from I.G.'s actual current business. The latter were collected especially from the regular sales reports of I.G. representatives in countries all over the world. The introductory passages of these sales reports, which reported in general on the economic situation of the respective country - were extracted by the office of the Commercial Committee and were transmitted to Vowi, in addition to all interested parties and offices in the I.G. Konzern. In this way Vowi had at its disposition a unique type of information material along the lines of private economy and political economy, which, in conjunction with the high quality work within Vowi on political economy helped to establish for the "Green Pamphlets" a high reputation. Very soon after his separation from the Statistisches Reichsamt and his employment with I.G. (1929), REITHINGER had begun to cultivate his old relations with the heads of the statistical departments of the various ministries in that he made interesting Vowi analyses (rudimentary comparison in political economy between the U.S.A., England, France, Italy and Germany, - analyses on Europe, - on France (customs union), currency analyses, etc. available to these heads of the statistical departments of the ministries

(Page 15 of original)

for which he received in return valuable material on political economy and statistics for the analyses by Vowi. With the growing of Vowi's tasks within I.G. this practice was being intensified from year to year, also after the seizure of power by the NSDAP, 1933, it was continued. My own reports on travels (Far East and Latin America) - for which the essential preparatory work had been performed by Vowi, - also became thus known or were transmitted to a vast circle of interested persons. Apart from the few cases, when I was personally approached with requests for I.G. analyses or reports (on these cases I am reporting in the following) I am not informed in detail with which offices

reports were exchanged and to what extent I.G. analyses and reports were made available. I know, that in many instances I have myself asked to send out Green Pamphlets of Vowi, and usually they were then sent out by Vowi in my behalf; probably I was frequently not at all informed, because these were things which I left to the Responsible Department Heads, for their independent decision. The line of demarcation, between the Vowi analyses and I.G. foreign reports coming from I.G. liaison men and agents were fluid insofar as the latter were frequently incorporated in the former. During the war the requests for such exposes increased very much. As an example, at the beginning of the war, Herr KEPLER at that time Under-Secretary with the Foreign Office, asked me on the occasion of a South-East Europe Meeting to forward to him occasionally, interesting information from foreign countries in case I received such. I passed this request on to my Secretariat, Fraulein BASELIA, Frau BACHMANN-DRESDEN, and I primarily used this opportunity for bringing to the attention of Herr KEPLER some sound criticism against German policy, that is - as I remember from one concrete case, - against the conduct of the German occupation authorities in France, about which I had been informed by JACQUES RAUBRE, a Frenchman with whom I was acquainted. KEPLER once or twice inquired about such information because, time and again, my Secretariat and I forgot about it and at last - after Herr KEPLER had received but little - it ceased at all.

(Page 19 of original)

Contact with the Wehrmacht Agencies.

A. War Economy Staff THOMAS.

14.) I made the acquaintance of THOMAS in the year of 1930/31 when together with Geheimrat LEIBER, I visited BOCKELBERG - Chief of the Army Ordnance Office - on behalf of Leuna to promote the introduction of a standard type engine fuel in Germany. THOMAS was at that time Captain and aide-de-camp to BOCKELBERG. Until 1938 my contacts with THOMAS were then exclusively of a general and social character. After having been appointed Military Economy Leader in 1938, through the intervention of THOMAS, he approached me in the course of an evening party on the subject of a closer cooperation between his office and my political economy department. Because shortly afterwards I fell sick, which meant the beginning of a long period of absence (December 1938 until the middle of 1940) I do not believe that a closer contact developed already at that time; but I am inclined to think that THOMAS right then was just as much interested in the Green Pamphlets of Vowi as it was the case for many other official agencies, and that he also had received them.

15.) The explanations given in the following are without exception based on what I learned after my return to my position as Betriebsführer of I.G. Berlin NW 7, in the middle of 1940; in part, however, my knowledge was obtained during the time of my American captivity only because lack of time during the war made it impossible for me to take an interest in these facts postfactum: Early in the war a number of official agencies had an interest for Vowi, among them also the Military Economy - Staff, THOMAS. This agency placed Vowi, or perhaps only management and some of the important Vowi key men under a commitment. RUEGER, who at that time was the Betriebsführer of I.G. NW 7 Berlin, was drafted by the office of THOMAS as a reserve officer and so to say, was at the same time, re-assigned to I.G. Berlin NW 7, in order to supervise there, among other things, the proper execution of the tasks which had been assigned to Vowi by the agency. In the further course of the war also v.d. HEYER was at one time temporarily attached to the Staff of THOMAS as a reserve officer.

(Page 20 - original)

Preparation of the Vowi exposes for the Economics Staff, _____, was probably done by direct contact between REITHINGER, with his collaborators, and the Staff of THOMAS.

15.) I remember that after my return (middle of 1940) REITHINGER submitted to me about once a month a list which gave information on analyses made for the Military Economics Staff. I do not know whether this report covered all the exposes or whether REITHINGER was forced to withhold even from me some of them as being secret.

In the beginning I always briefly discussed these lists under the heading of "Miscellaneous" before the close of the meetings of the Commercial Committee (Handelswirtschaftlicher Ausschuss). According to my recollection the analyses themselves dealt essentially with the chemical industry of the countries which then were enemy countries; I cannot remember having read these exposes although they certainly reached me, but I then had no time for them.

B. OEW (High Command of the Wehrmacht - Abwehr).

17.) If I remember correctly, I met BLOCH, then still a captain, for the first time in 1933 during a small evening party with Dr. Max BAHR, - at that time the chief manager (Hauptgeschäftsführer) of the Mitteleuropäischer Wirtschaftstag. I remember that already then BAHR remarked to me in the presence of BLOCH that one merely needed a group of generals in order to do away with the whole mass of HITLER and his consorts. I infer from this, that also the friendly contact between the President of the Mitteleuropäischer Wirtschaftstag, Freiherr von WILKOWSKY, and Colonel PIEPER-BROCK, - of which I became aware only very much later, in 1941, - had as its foundation the bond of common opinion, because in connection with the 30th of July, Admiral GEMARIS, PIEPER-BROCK's chief, as well as two leading personalities of the M.W.T. (Mitteleuropäischer Wirtschaftstag) (Ambassador von HARSSE, then retired, and the agriculturist KENTZEL-REITSCHEN) were hanged. At the same time WILKOWSKY with several other personalities of the M.W.T. were put into the concentration camp, and the officers of the GEMARIS Department which was taken over by the S.D., were sent to the front. Aside from BLOCH, of OEW/Abwehr, I but very briefly met through Dr. GEGEL, PIEPER-BROCK with one other officer

(Page 21 of original)

(name forgotten), one single time, during his farewell dinner, and another Lieutenant Colonel also (the name I forgot, too); about this I am reporting further down. I have had no contact whatsoever with Admiral GEMARIS. I saw BLOCH in the years 1933/34 several times in connection with the Circle of Economy Leaders of the Ministry of Propaganda and, after the dissolution of this Gremium (brain trust group), after 30 June 1934 approximately once every year; after that perhaps only every 1 to 2 years and then mostly on the occasion of General Assemblies, or lectures of the M.W.T.

18.) After completion of the first volume of my Far East Report, Major BLOCH came to see me in my office at 78 Unter den Linden some day in the summer 1935. He had read my Far East Report, congratulated me incidental thereto and told me that in his house (OEW/Abwehr) this report had met with so much interest that it had been manifold copies had been made for the official inter-office use (Dienstgebrauch). BLOCH was interested in how the report originated and I told him that, in keeping with my general practice of systematically preparing for all my travels, I had asked Vowi to incorporate all the material which we

already possessed on the Far East in monographs on these countries and to send them months in advance of my departure to the self-confidential agents and to the I.G. contact men, respectively, in the respective countries with the request to correct them or supplement them as the case may be. At the same time Vowi had prepared questionnaires on all of the things in which the I.G. was interested, but about which we could nowhere obtain information. BLOCH asked me whether these questionnaires were being sent out regularly, which I affirmed as I made a point of keeping all our reports and analyses abreast of latest developments. BLOCH now became interested in these questionnaires and he wanted us to add for him certain questions in which he was especially interested. Thereupon I explained to BLOCH, in solidarity with the opinion of my business colleagues, which was known to me, that while upon OEW's request I.G. would place its analyses and reports - as they originated in the course of the normal business procedure - at the disposal of the OEW, I.G. could in view of its far flung export interests and its very sensitive standing in foreign countries,

(Page 32 of original)

in no way become involved in things which might become embarrassing under certain circumstances. Major BLOCH fully appreciated this and asked my permission to discuss all questions of detail with my associates. Without being quite sure about the names, I had asked in for this discussion, my personal assistant Guenther SCHILLER, who had accompanied me on my travel to the Far East, SAUER (East Department of the B.d.K.A. (Bureau of Commercial Committee) and the head of Vowi, Dr. ZWITTHIGER. Because this conversation with Major BLOCH was a single occurrence I also do not know - in any case I cannot remember - what was the outcome of the discussion with my associates. BLOCH still had expressed the wish to be informed of visits of I.G. contact men in Berlin, as he would like to talk to one or the other of them; it so happened that at that time Willi SCHMIDT, the I.G. contact man for Indo-China, Siam - was in Berlin or he was expected. I do not know if and which meetings took place. As more than 90% of the time of I.G. contact men was taken up with sales, they mostly visited during their travels to Germany only their respective sales combine, so that, frequently, they did not, or only very briefly come to Berlin. I am inclined to think that the highest chief of the B.d.K.A., FRANK-BAUER, is better informed on these questions.

19.) The following contacts, in part directly, in part indirectly, were also made with OEW, as far as I know.

a) LERSNER was an old friend of Geheimrat BOSCH and transferred in 1939 his residence to Constantinople. Since by reason of his activity as consultant in the past and in his capacity as contact man for BOSCH in Berlin, LERSNER continued to draw his retainer from the I.G., - but not having a fixed relationship with I.G., - he was completely independent with respect to the selection of his domicile. The reason might have been that being a common-lawyer he did not want to remain any longer in Germany and at the same time, PAPPE, who had become Ambassador at Ankara, had possibly encouraged him to go to Constantinople. LERSNER informed ZWITTHIGER of it; v. WIERICH was likewise informed (possibly on account of the retainer contract?)

(Page 23 of original)

Now, as regards the contact with the OEW Abwehr LERSNER writes every month or so what is called "Situation Reports" (Stimmungsbefichte) which he sent to WEIZSACKER (FOREIGN OFFICE) and to the OEW/Counter Intelligence. With WEIZSACKER's consent LERSNER, - possibly because he wanted to be obliging to I.G. in view of the retainer's still being in effect - had one copy for I.G. sent to the attention of ZWITTHIGER.

b) It was perhaps in 1942 or 1943 on the occasion of a general assembly of the M.W.T. that BLOCH once asked me whether I could place a Hungarian officer to whom he was under obligation, in Budapest. I endeavored unsuccessfully, and by way of DIETRICH (M.W.T.) I heard then that I no longer need to trouble myself because the respective officer had already been placed somewhere else.

c) At about the same time during the war I was informed by my former employee, Dr. GECKL, who at that time had been drafted to serve as a soldier with OKW Abwehr, that a Lieutenant Colonel of the OKW-Abwehr (I have forgotten the name) wanted to talk to me. I went there and was asked about Portugal; as Portugal is one of the few countries which I do not know at all, I referred him to my business colleagues in Frankfurt/Main and Leverkusen. Whether, as a result anything was done and what, is unknown to me.

d) In the year of 1943, my colleague FRANK-FAHLE gave a farewell dinner for his regimental comrade, Colonel PIEPENBROCK, to which he also invited Major (or at that time Lieutenant Colonel) BLOCH and still another officer; v. SCHNITZER, KRIEGER and I participated in addition. On this occasion I made the acquaintance of Colonel PIEPENBROCK. All three officers left the OKW/Abwehr at that time and went to the front. During the dinner KRIEGER and FAHLE carried on a conversation with PIEPENBROCK about v. FLIEGGE; I, however, was unfamiliar with the subject. In all other respects, the gathering taking place at the Auslands-Club, reflected its social character.

e) Upon the suggestion of SCHNEIDER and in his capacity as Chief Abwehr Beauftragter, a lecture was given by a Major of the OKW/Abwehr (the name slipped my mind) in Heidelberg, in the summer or autumn of 1944, on the occasion of a meeting of the Vorstand. It was a very primitive lecture, its purpose being to animate I.G.'s Vorstand.

(Page 24 of original)

in its readiness for support to the OKW/Abwehr. After the lecture the Major stated - by implication - that I.G. Berlin NW 7 in fact, had done only very little which was confirmed by FRANK-FAHLE who stood beside him; I was somewhat surprised because I had been of the opinion that as a result of the repeated reclamations by v.d. HEYDE (I am going to report on this further down) the most necessary had been done.

20.) During the war the following associates and/or employees of I.G. Berlin NW 7 had been drafted to the Wehrmacht and assigned to OKW/Abwehr or they were used by the Abwehr directly. On principle it should be remarked regarding this that, as a rule, this could become known by chance only because the persons concerned were not at all allowed to talk about their being used by the Abwehr.

a) Since 1931 v. FLIEGGE was an associate of I.G. Berlin NW 7 concerned with cultivation of Soja beans in Rumania and Bulgaria and with the compensation business (promoting of exports). Being a semi-Aryan he established residence in Vienna after 1933, and after the Anschluss of Austria in 1938 he sojourned mostly in the Balkans and in Turkey (ore-compensations). When during the war the Ministry of Economics wanted to block the payment of foreign exchange to FLIEGGE as being superfluous the OKW/Abwehr prevailed upon the Ministry of Economics to leave FLIEGGE in Turkey because the reports which FLIEGGE had made on Turkey had aroused the interest of the OKW. I.G. agreed because in this way one could provide a further residence abroad for FLIEGGE, a semi-Aryan. When in 1944 FLIEGGE returned from Turkey he was arrested upon his arrival and sent to a concentration camp.

b) KIEGLER was I.G. Liaison agent in Budapest, since 1939. He assisted me in the industry discussions in Bucharest. Through a chance coincidence - he could not meet me at a date I had set - he informed me that although a soldier on leave from the Wehrmacht, he still received occasional orders for the Abwehr for Turkey. I do not know details because I did not question KIEGLER any further. This use had not disturbed me so far nor had it caught my attention because KIEGLER

(Page 25 of original)

had always been available in Bucharest when I needed him.

c) OECKL too had during the war been temporarily assigned as a soldier to the OKW/Abwehr. I already reported on this casually.

I.G. Abwehr Organization

21.) Already before 1939 there existed an Abwehr organization at Leverkusen which had been established upon the suggestion of Geheimrat DUISBERG and it was under the direction of HERBOW (?). As far as I am informed this organization remained in existence until the institution of the Abwehr Beauftragte (Agents) (Einrichtung der Abwehr Beauftragten) in the establishments (approximately in 1936/1937).

22.) The Abwehr Beauftragte for the establishments were employees of the respective firms which with the consent of the Party had been appointed by the OKW Abwehr. I do not know whether this appointment at the same time also was in behalf of the Security Service. Originally the tasks of the Abwehr Beauftragte covered exclusively espionage counter-intelligence in the plants and enterprises. Whenever a certain Abwehr Beauftragter personally was a member of the S.D. (Security Service) he has probably also reported on the inner-political conduct within the plant; but I have no reliable knowledge of this. Since the outbreak of the war the Abwehr Beauftragten were responsible also for the forwarding of reports from abroad - travel reports - to the Abwehr. It may be assumed with certainty that all previously existing contacts were absorbed into this contact. In my organization I.G. Berlin NW 7 the Abwehr Beauftragter was v.d. HEYDE who belonged to the SS and, probably, also to the S.D. Then, towards the end of the war, v.d. HEYDE joined the Army, his deputy REEDER took over this function. I remember that during the war v.d. HEYDE transmitted several times Abwehr complaints to me regarding the inadequate supply of reports. During a "Postbesprechung" (Discussion on Mail) I announced such complaints and gave order that v.d. HEYDE consult TERHAAR, REITINGER and SAKER to ascertain which reports expenses had to be passed on to the Abwehr.

(Page 26 of original)

23.) At the beginning of the war (1940/41) the OKW/Abwehr suggested that I.G. recommend a Chief Abwehr Beauftragter to the Abwehr; this institution was to serve as liaison center between the Abwehr and all the Abwehr Beauftragte (agents) of I.G. To the greatest displeasure of the OKW/Abwehr Geheimrat SCHMITZ kept putting off the question of the appointment of a Chief Abwehr Beauftragter for months. FRANK-PAHL who because of his friendship with Colonel PIERENBERG (they had been regimental comrades in World War I) knew of this vexation informed me about it and added that the Abwehr officials would not be displeased with seeing him appointed as Chief Abwehr Beauftragter. As a meeting of the Central Committee was imminent at which this question was to be discussed I informed v. KUNEREM about this. SCHMITZ simply did not wish that I.G. Berlin NW 7 be charged with this delicate matter and therefore

SCHNEIDER was suggested also because the authority needed with regard to Abwehr made it necessary that he be a member of the Supreme I.G. Council. In his support SCHNEIDER established the Office A (Abwehr) with offices on the premises of the Vermittlungsstelle W. Within the Office A Dr. DIECKMANN took charge of the technical sector and Dr. v. d. HEYDE of the commercial sector.

Abwehr Organization of the SS. (Security Service - S.D.)

24.) If I remember correctly, the local Security Service in Leverkusen - according to a communication from MANN - at the beginning of the war requested of everyone who during the war made a trip abroad that he pledge himself to turn in afterwards a report on the trip. I believe that similar demands were made also in Berlin and that I, too, may possibly have had to furnish such reports; however, my trips during the war mostly being either directly or indirectly connected with official agencies, such agencies were already automatically being informed on details of my trips as performed.

25.) Then, after 20 July 1944, the OHR/Abwehr was made subordinate to the Security Service and complaints arose on I.G.'s lack of willingness to cooperate. RIETEFISCH as a member of the HUBNER Circle having contact with the SS, heard of these complaints. He had a talk with

(Page 27 of original)

SCHULLENBERG of the Security Service who wished to speak to SCHMITZ. On the occasion of a Vorstand meeting, in the summer 1944, RIETEFISCH discussed this with SCHMITZ who, finally, also consented to confer with SCHULLENBERG. Afterwards, however, SCHMITZ became doubtful again, and he requested me to look up SCHULLENBERG in Berlin and to try and find out what really he wanted of SCHMITZ. Because I did not know who SCHULLENBERG was or where he could be reached, I had my Secretariat determine this and then to inquire whether upon the request of Geheimrat SCHMITZ I could see him. Having received no answer and the next meetings in Heidelberg again being imminent I wrote a few lines to him and proposed, in order to save time, to have breakfast with me in our I.G. Kasino; but again I received no answer. In Heidelberg RIETEFISCH informed me excitedly that he had had great embarrassment as SCHULLENBERG wanted to talk to SCHMITZ and not at all to me; my Political Economy Department might be interesting, but not I myself. In connection with a private matter I later on had occasion to ascertain in an office of the Security Service (Prof. SCHLIED) that for numerous reasons the Security Service had a bad opinion about me and my type of management. Thereupon a conference of a small group took place SCHMITZ-RIETEFISCH-SCHNEIDER and I. RIETEFISCH brought out that one was very dissatisfied with I.G. An attempt for cooperation with the Sales Combine PHARMACEUTICA - to which RIETEFISCH had made reference to SCHULLENBERG as the best organized Sales Combine, - had failed. Now it was agreed that SCHMITZ was to write a letter to SCHULLENBERG in which he agreed to receive SCHULLENBERG. This was done but in the meantime the Security Service was so much occupied with the consequences of 20 July 1944 that there resulted neither the meeting nor an exchange of letters; the matter was forgotten.

(Page 28 of original)

I carefully read each of the 29 pages of this affidavit, countersigned them in my own handwriting, made the necessary corrections in my own handwriting and countersigned them with my own initials and I herewith state under oath that in this statement I told the pure truth according to my best knowledge and conscience.

(Signed) MAX HIGER -
Signature

TRANSLATION OF DOCUMENT NO. NI-6544 - A
Cont'd.

Sworn to and signed before me on this 30th day of April 1947
at Nuremberg, Germany, by Dr. Max ILASER, known to me as the person
making the above affidavit.

(Signed) - OTTO VERNER - - - - -
OTTO VERNER
U.S. Civilian, AGO No. I-444385
Office of Chief of Counsel for
War Crimes, U.S. War Department

CERTIFICATE OF TRANSLATION

HERTHA C. KNUTH, AGO NO. I-046355, hereby certify that I am
thoroughly conversant with the English and German languages, and
that the above is a true and correct translation of Document
No. NI-6544.

HERTHA C. KNUTH
U.S. Civilian
AGO NO. I-046355

CASE 6, TRIENHOL VI

Doc. No. XI - 8888 (Prosecution Exhibit 8041)
not available.

Description: Draft of semi-final proposed affidavit
for signature of Tiger.

Case 6
24. District
8

42 2042

TRANSLATION OF DOCUMENT NO. NY-6702-4
OFFICE OF CHIEF OF COUNSEL FOR U.S.
CRIMES

APPENDIX VII

1. ILY HAWER, member of the Vorstand of I.G. Farbenindustrie, I.G. from 1934 until 1945, after having been warned that I will be liable to punishment for making a false statement, herewith state the following under oath of my own free will and without coercion:

1. Since the time I was taken into custody by the American and Allied authorities in April 1945, I have made numerous statements on I.G. Farben's assistance to the Nazi Government and its responsible agencies and organizations in creating good will abroad for I.G. Farben. In particular, on 8 May 1945 at Paris, I published a statement entitled, "The Relation of the I.G. to Mr Ivy Lee, to 'Propaganda', and the Activities of the Vereinigung Karl Schurz" ("Karl Schurz Association"); on 16 July 1945 I wrote a report entitled "Consolidated Report on the Vereinigung Karl Schurz e. V., Berlin"; on 22 July 1945 I wrote a report entitled, "Additional Remarks to Various Reports", which contained further information on the Karl Schurz Association and Ivy Lee; on 12 August 1945 I wrote a statement entitled, "Contact with the Foreign Organization in South America"; and on 19 August 1945 I prepared a statement entitled, "Statement on Nazi Propaganda". All of these statements were written by me in my own handwriting, and the facts stated in them are true according to the best of my recollection, knowledge and belief. I now restate the facts contained in these statements for the purpose of consolidating them and for the purpose of incorporating certain further details which I have told Mr. Otto Werber of the Office of Chief of Counsel for War Crimes at Nurnberg during the first two weeks of April, 1947.

IVY LEE AND JULY "PROPAGANDA" ACTIVITIES

2. On the occasion of the establishment of the American I.G. Chemical Corporation in New York in spring 1929, a sharp attack against the I.G. and the American I.G. was made in the New York Times by the former Alien Property Custodian of World War I, Frank Garvan.

(Page 2 of original)

In order to counteract this press campaign directed against I.G., I.G. and American I.G., respectively, made a retainer-agreement with Mr. Ivy Lee, who was the publicity advisor of the Standard Oil Co. of New Jersey and who had been recommended to me by Mr. T. G. L. the President of that company who was suggested to me by the President of the National City Bank, Mr. Charles Mitchell. Mr. Lee was given all the printed material concerning the I.G. and the American I.G., and he furnished the leading newspapers in the United States with information about the companies and their work. He was paid a retainer of approximately \$ 10,000 annually, by resolution of the Board of Directors of American I.G. of which I was a Vice-President.

3. As, in the spring of 1933 attacks were made in U.S. Press against National Socialism, and, at the same time, against German Economy, including the I.G., I wrote or cabled to Mr. Lee and asked him if he could not come over to Europe to see us and give us his advice on what was to happen. Mr. Lee came to Germany and surveyed the European situation; he had an interview with MUSSOLOINI and one in Berlin with HITLER, also coming in contact with most of the German Ministers and many leading personalities. On his visits to the Ministers in Berlin, including to HITLER, he was accompanied by his

son, Jimmy, and by the First Secretary of the Karl Schurz Association, Mr. de Bass, who was an employee in my Berlin I.G. NW 7 Office, put at the disposal of the Vereinigung Karl Schurz. I accompanied him when he visited the Vice-Chancellor, Von Papen (whom I knew from the Civil-Casino), and the Minister of Economics Dr. Schmidt, because I did not know Schmidt and was interested in meeting him. The introductions to Hitler and the other leading men were obtained by the Karl Schurz Association, that is by the Vice-President, Dr. Draeger, who had the necessary connections. Mr. Lee also paid a visit to the U.S. Ambassador in Berlin, Mr. Dodd, and saw many of the U.S. press representatives in Berlin, such as Lochner and Gechaner.

(Page 3 of original)

4. As a result of his journey, Mr. Lee gave us the following advice: to publish in some well-established economic weekly or semi-monthly magazine in Germany, a series of articles which could interest the public in the United States, and which, above all, would carry the signature of personalities well-known in the United States or enjoying an indisputable international reputation in their particular field of activity. The purpose of having these articles printed in Germany was that they could be reproduced in the American press as articles for which permission for publication in Germany too had actually been obtained. The subjects did not touch on such obvious questions as the Jewish question and were not at all about specifically political subjects. Mr. Lee handed over a list of various subjects, (about 20), which he had personally chosen, and which he thought would interest the American public, as for: "Is Germany going over to Autarchy?"; "Will Germany pay her debts?"; "The condition of agriculture and industry in Germany".

5. Further, Mr. Lee gave us (or sent us later), a large index of several thousands of addresses of American personalities generally, and also people who were interested in special matters, as i.e. farmers, who were interested in the German agricultural reform, currency specialists, who were interested in the German Monetary Laws, and other leading people in American economic life.

6. The I.G. declared itself ready to support this publicity financially; it was carried out through the Institute for Market Analysis. This institute to which I.G. had contributed for years and to the Board of Trustees of which I belonged later on, was headed by Professor Wagemann. He was in contact with I.G. and a close friend of Schmitz. The institute had a weekly publication which was one of the best national economic papers with excellent standing in Germany.

(Page 4 of original)

This magazine also enjoyed an international reputation, gave interesting economic information, and its editor, Professor Wagemann, was a well-known expert on market analysis. Professor Wagemann himself agreed to the idea because he also thought that such publicity was serious and could be advantageous to his own weekly as well.

7. The Karl Schurz Association, about which I will say more below, joined in this venture in a decisive way. This association sent copies of the articles to Americans who had been guests of the association and to such persons who, according to Mr. Lee's index of addresses, should find interest in those articles. The fact that in the following years the Propaganda Ministry tried more and more to use the Karl Schurz Association for Nazi propaganda does not change what is said above.

8. The articles which were published in this manner in the Institute for Market Analysis weekly newspaper were written by Professor Wagemann himself, and people like Schacht, General von Reichman, Professor Warnholdt (Bruening's Economic Minister). These articles were translated into English by De Sage.

9. In addition to the articles sent abroad by the Institute and by the Karl Schurz Association as stated above, I and some of my friends, also from the Experts' Circle (F-Kreis) of the Propaganda Ministry (such as von Winterfeld and O.C. Fischer) sent copies to Americans we personally knew "with our compliments". The American newspaper representatives in Berlin received an advance copy of the articles. An interesting example can be given about the effect of these articles: the representative in Berlin of an important American bank, which had invested many German loans in the U.S.A., happened to read one of these articles. I think it was by Dr. Schacht and was entitled, "Will Germany pay her debts?". As, at that time, this bank was overrun with questions from its clients as to whether they should keep their German stocks, the representative

(Page 5 of original)

of the bank thought that this article would be valuable factual information for their customers and he ordered several hundreds of copies of the article for which he paid the regular price.

10. I discussed the question of the payment to Mr. Lee with Dr. Schmitz and as I.G., as the greatest German enterprise with large American interests, was particularly interested in a favorable American press on German economics in general, as well as on I.G.-interests particularly, Schmitz talked this matter over with Professor Doehring who agreed that I.G. should pay the retainer to Mr. Lee. Doehring always liked to do such things alone or not to do them at all, and in this case he did not want anyone like Siemens or A.E.G. to be approached. The retainer paid to Mr. Lee was either 25,000 or 10,000 or an equivalent sum in Reichsmarks.

11. Another advice given by Mr. Lee was that press evenings should be arranged from time to time within the framework of the Karl Schurz Association, in which the representatives of the American press, among them Oechener, Lockner, and others, were to hear a speaker from German public life. These speakers sometimes were men who were in contact with the Karl Schurz Association, such as Schacht.

MINISTRY OF PROPAGANDA AND FOREIGN ORGANIZATION

12. During the spring of 1933, after Hitler had risen to power in Germany, Funk approached a number of leading German business men in order to form a committee which could advise the Ministry of Propaganda on its foreign activities. The people chosen were selected on the basis of their thorough knowledge of conditions abroad and at the same time represented great German export interests which were favorably looked upon abroad. I was invited by Funk to join the Circle, which became known as the Circle of Economic Leaders of the Propaganda Ministry, (F-Kreis) after Dr. Helmerich Gattineau had informed me that he had had a talk with Funk on the subject. The purpose of this organization was to advise

(Page 6 of original)

the Ministry of Propaganda which at that time was using very crude and shocking methods which did great harm to German export interests.

13. The Propaganda Ministry at that time was just in the process of organization. At the meeting of the Circle of Experts, which took place about every two months, Goebbels usually first made a speech, expounded his ideas and problems. Afterwards the members of the circle were given a chance both to make their comments on the problems presented as well as to make their own suggestions and criticize the matters of which they had knowledge. Besides these meetings, weekly or bi-monthly private sessions of the economist members of this circle, at which neither Goebbels or any of his representatives were present, took place in order to prepare or to discuss the meetings with Goebbels. Most of the actions proposed by the members were to be carried out by groups and organizations in which the members or their firms played a leading part, or by other organizations that they proposed. After the 30 June 1934, the Experts' Circle was for all practical purposes dissolved.

14. Already many years before 1933 (i.e. before the accession to power by National Socialism), the I.G. used to pay contributions to most of the international associations, and supported them in various ways. Just as in 1933 I was called into the Circle of Economic Leaders of the Propaganda Ministry, my colleagues, von Schmitzler and Mann of the Board of the I.G., were called in a similar way to the Advertising Council of the German Economy, working under the Propaganda Ministry. The influence of the Economist in all these institutions was only a minor one, and finally the well-known Nazi propaganda methods finally became predominant in most of them.

(Page 7 of original)

15. The visit of important German industries by foreign visitors in 1933, arranged by the Automobile Club of Germany, had been substantially suggested by the I.G. Basically it had already been planned in 1932. Its purpose was to give an opportunity to influential economists and business people of the neighboring countries for getting a live picture of Germany immediately after the seizure of power by National Socialism, by means of visits, interviews, open discussions etc. Many business friends of the I.G. were, of course, also invited on this occasion, and the visits to the I.G. plants, in combination with the hospitable festivities arranged by I.G. personalities, such as a garden-party in Geheimrat Duisberg's part, and the Rhine Wine-Growers fete on the Petersberg organized by the Beyer Direction together with the German Wine-Growers League, gave lasting impressions of I.G. to the foreign guests.

16. On the occasion of the 1936 Olympics, which I also mentioned in my autobiography, the I.G. invited a large number of foreign personalities, important to the I.G., that is leaders of important firms, and above all influential members of banking firms with which the I.G. was dealing. It is evident that, on this occasion as well as during the meetings of the Kieler-Woche (Kiel Week) in 1938 and 1939, which served both business and economic purposes, everyone from abroad could convince himself with his own eyes that the German economy had well recovered since 1932. I dare say too that these meetings organized by the I.G. and other large enterprises were in great style and had nothing in common with the gaudy shows which were used by Nazi Propaganda. It cannot be denied that though the purpose of these social meetings was purely a business and economic one of course they also could not help showing the so-called "New Germany" from a favorable angle and certainly for that reason such meetings were not looked upon unfavorably by official circles, even though the authorities did not like anybody to act at his own initiative.

-4-

(Page 8 of original)

17. It would take us too long to cite all the international meetings since 1933, such as exhibitions, industrial fairs etc., in which the I.G. participated, and anyhow, I would not be able to give them all; but it can be said that on all such occasions, the final purpose of the I.G. remained the finding of a suitable means to increase the sale of their products.

18. In the structure of Nazi propaganda abroad, the Foreign Organization (A.O.) of the Nazi Party played an important part. The I.G. had many difficulties with the Foreign Organization and for that reason a member of the Vorstand of I.G., Weibel, was appointed in 1937 to be the central liaison man and to keep steady contact with the Foreign Organization and handle all fundamental matters with that organization. Weibel was to keep close contact with the chiefs of the I.G. sales combines and with me and my organization, and especially with Erueger, Gierlich (Central Finance) Terhaer and Mueller (Economic Political Department). A resolution was incorporated in the minutes of the Commercial Committee stating that only those who had a "positive attitude towards National Socialism" should be sent abroad. It was to be a matter for the chiefs of the sales combines to take the steps in these matters which they considered necessary. These directives had been worked out jointly by the A.O. and Weibel in Berlin.

19. Owing to the fact that I.G. did business in all countries of the world and held first place in German exports, the German I.G. representatives or agents always - already before 1933 - played a leading part in the German colonies, schools, and other kinds of clubs or organizations. After 1933 there was always trouble with the Foreign Organization in the various countries because of insufficient cooperation, insufficient financial assistance or not showing the Swastika Flag on all occasions, or employees not contributing sufficient to the Winter Aid Program. This was the reason why the Foreign Organization later on (about 1935/36) specifically demanded that leading men of I.G. who went abroad on extended journeys should visit the local party leaders, the "Landesgruppenleiter" or "Ortsgruppenleiter". On my trip to South America in 1934 I spent some time trying to smooth out relations between I.G.

(Page 9 of original)

and the Foreign Organization by counselling our people to conform with the wishes of the A.O., as far as it would not harm the I.G.'s interests. The Foreign Organization had a strong position in the Ministry of Economics in the matter of foreign exchange permits and exit permits. This position permitted the A.O. to refuse the issuance of an exit permit to anybody they felt like doing. This, of course, touched directly upon the current I.G. export business and its personnel policy.

21. Many of the leading men of I.G. Sales Organizations abroad held leading posts in the Foreign Organization of the NSDAP or in the German Clubs, German Chambers of Commerce or in similar organizations;

| NAME | COUNTRY | POSITION |
|--------------|------------|--|
| KRAMER | France | Economic Advisor of Party in France |
| BILK | Spain | President of German Chamber of Commerce |
| BURKE | Spain | Economic Advisor of A.O. |
| KLOTZ | Italy | Member of Vorstand of German Chamber of Commerce, Milano. |
| WEBER | Italy | President of German Chamber of Commerce Milano. |
| ERTING | Yugoslavia | Landesgruppenleiter. |
| GERLACH | Yugoslavia | President German Chamber of Commerce Zagreb. Economic Advisor of NSDAP/ |
| TOMJENOVIC | Yugoslavia | Member of Vorstand of Yugoslav-German Foreign Trade Bureau. |
| V. CAMPANINI | Greece | Member of Vorstand of German-Greek Foreign Trade Bureau. |
| PETER | Bulgaria | DAF (German Labor Front) Wart for Bulgaria. |
| HEBOLD | Bulgaria | Deputy Landesgruppenleiter and NS-Wart (National-Socialist) for Bulgaria |
| UNE | Turkey | Economic Advisor of German Legation |
| Dr. SONNTHAG | Rumania | Economic Advisor of NSDAP in Bukarest |
| Dr. KUEBLER | Rumania | Economic Advisor of German Legation in Bukarest. |

(Page 10 of original)

| NAME | COUNTRY | POSITION |
|----------|-------------------|---|
| MEYER | Hungary | Vice-President of German Chamber of Commerce |
| LICAVETT | Sweden | Member of Vorstand of German Chamber of Commerce |
| SVENSON | Sweden | Member of Branch of German Chamber of Commerce. |
| PILLING | Norway | Party Judge (?) |
| URCHS | British-India | Landesgruppenleiter of NSDAP |
| LIEFLING | Dutch East Indies | Treasurer of German Chamber of Commerce, Batavia. Member of "Main Vorstand" of the "German Union" for Dutch East Indies, Batavia. |

TRANSLATION OF DOCUMENT NO. HI-8702 -A
Cont' 1

| NAME | COUNTRY | POSITION |
|------------|-----------|---|
| FURBER | Siam | Member of Vorstand of German Chamber of Commerce (Y) |
| GATOW | China | Vice-President German Chamber of Commerce Shanghai. |
| SCHWENSTER | China | Vice-President, later President of German Chamber of Commerce Tientsin. |
| LATZ | China | Chief of Branch Office of German Chamber of Commerce, Tientsin. |
| Dr. MAI | China | President of German Chamber of Commerce, Mukden, Chief of Economic Bureau of HSIAO, Mukden. |
| WIELKE | China | President of German Chamber of Commerce Ostasienabteilung of HSIAO Canton. |
| H. BOSCH | Japan | President of German Chamber of Commerce. |
| V. BERLING | Japan | Member of Committee of German Chamber of Commerce, Kobe-Osaka. |
| BRUCHMANN | Japan | Advisory Council of German Chamber of Commerce, Tokyo. |
| KABL | Japan | Member of Vorstand of German Chamber of Commerce Kobe. Chief of German Colony, Kobe-Osaka, President of German Club 'Concordia', Chief of German AIA Committee, Kobe-Osaka. |
| KARLHART | Brazil | President of German Chamber of Commerce. |
| HO MANN | Argentina | Deputy Treasurer of German Chamber of Commerce, Buenos Aires, President of German Club, Buenos Aires. |
| DOERFEL | Argentina | Deputy Treasurer and Member of 'German-Argentine Cultural Institute'. |

(Page 11 of original)

| NAME | COUNTRY | POSITION |
|----------|---------|--|
| SCHAEFER | Uruguay | Member of German Trade Vorstand Montevideo. |
| WILKE | Uruguay | Substitute Member of German Trade Vorstand, Montevideo. |
| SIEBERG | Chile | Deputy Chairman of German Chamber of Commerce, Santiago. |

| NAME | COUNTRY | POSITION |
|--------------|-----------|--|
| Dr. MARGENIE | Venezuela | Landesgruppenleiter of NSDAP |
| FISCHER | Mexico | Vice-President of German-Mexican Chamber of Commerce |

KARL SCHURZ ASSOCIATION

22. The Karl Schurz Association was established in 1928. Its first President was Robert Bosch, from Stuttgart, and the first Secretary was Dr. Hans Draeger, who later became Vice President. Robert Bosch left in 1931 or 1932 on the occasion of his 75th birthday and there was no President for one year. In 1933, Dr. Schacht was asked to take that post, which he refused on account of his other commitments. He and Dr. Draeger then proposed me, which proposal was submitted to the general assembly, and I was consequently elected. Schacht and Robert Bosch became honorary members. Later, upon my proposal, Hugo Eckener and Wilhelm Partmann were also appointed honorary members, because they had been a credit to the German name in the United States. These four honorary members remained until now.

23. One of my collaborators in the I.G., Emil de Haas, who had been in the United States for a long time, became General Secretary of the Association. Although we endeavored - in the beginning very successfully - to limit the influence of the Nazi Party on the Karl Schurz Association, this only succeeded to a certain extent in the long run. There is, however, an important point where we succeeded in maintaining complete independence; we kept the normal management within the Association by maintaining the current budget with our own means, that is supported by the membership, contributions of the firms. Therefore, it was possible for the Association to carry out my motto: "Come and see". (Translator's Note: the motto is in English in the original).

(Page 13 of original)

24. In this connection the travels made in Germany by American students must be mentioned and, above all scholarship students, the constant care we took of visiting professors and other guests who were recommended to us.

25. If I remember correctly, I participated once or twice in the students' study travels which took place every year and always ended at Lillhar, the birthplace of Karl Schurz. The American Embassy and the General Consulate of Cologne were always represented. On the occasion of one of these travels, an Agfa-Film was made, which was shown to the participants in Berlin after the trip, and each of them received a copy of the film. Afterwards the participants took their films with them to show in their home Universities. These trips were financed by a students' foundation, which, in turn, received its money from the cultural section of the German Foreign Office. The Ministry of Propaganda tried to influence these tours. The German Olympics Committee entrusted the Karl Schurz Association with the entertainment and care of the American delegation at the Olympics 1936.

26. The Karl Schurz Association also sent abroad the copies of the weekly of the Institute for Market Analysis which I have described above, and about once a month held a "Press Evening" in the Karl Schurz House, at which a prominent personality was always present and prepared to be interviewed in an open discussion; of course, these discussions always had a confidential and personal character and were not to be published. The idea of these

"Press Evenings" was Mr. Lee's. Mr. Lee advised that the Karl Schurz Association should arrange a meeting of American journalists about once a month to meet outstanding German personalities whom they might question and in whom they were particularly interested. These evenings, as I have mentioned before in this statement, achieved a certain reputation among the American journalists in Berlin. In arranging the programs, I was assisted by Mario Passarge of my Berlin NW 7 Office who advised me also in his capacity as member of the board of the Karl Schurz Association on the Association's general press matters and who normally directed these press evenings. I remember one special piece of advice:

(Page 13 of original)

the American journalists complained that they did not receive Hitler's speeches to the Reichstag quickly enough and not completely. Passarge, as I mentioned above, arranged that complete copies of these speeches were translated into English very quickly and immediately given to the American journalists. Later on at the suggestion of some friends of mine and myself similar evenings to the "Press Evenings" were arranged with American banking representatives called "Bank Evenings". American and German bankers participated in these, but they did not take place as often as the journalists' gatherings, perhaps even only once or twice.

27. Of course, I did not know all, or do not remember precisely all, the activities of the Karl Schurz Association; I did not, except for once or twice in the beginning, attend the weekly meetings of its working committee, which were held under the chairmanship of my deputy, Brauner, with de Haas as Secretary. Bertling, Chief of the America Institute, Munich, the Chief of the German-American Economic Society, the Directors of the Berlin offices of the RIAS and of the Norddeutscher Lloyd, von Maibach and Koethe were also present as members. Besides that a representative of the Foreign Office, and one of the Propaganda Ministry, and later on, a representative of the International Associations' Union were present.

28. Shortly after the outbreak of the War with England (1939) a luncheon, at which Dieckhoff of the Foreign Office was present, took place at my office. It was decided to immediately stop all foreign activity of the Association, and this was done. I would like to say that my own activity and that of the I.G. (naturally besides the business interests of the I.G.) were directed by the idea of working, and with the conviction that we would really help in the first years after the seizure of power by the Party. But in the later years apart from everything else we were again and again hampered by the attempts of the Nazi agencies to interfere. The increasingly apparent will of the Nazi regime to use economy for propaganda purposes caused us to keep away from all not purely economic events. The same is true

(Page 14 of original)

in principle of the German Foreign Club which was the successor of the Automobile Club of Germany in its social activities. Originally, it was a luncheon club used also by the higher officials of the ministries and by business men to entertain foreign visitors. This was the Club which I, in 1938, proposed should bring together leading German and foreign business men and economists during the KIEL Regatta for the purposes repeatedly mentioned. The German Automobile Club accepted the suggestion and, under the chairmanship of Duke Adolf Friedrich von Mecklenburg, organized the first meeting in May 1938. It had already been decided in 1939 to repeat this meeting in 1939, but as I was so ill since December 1936, I neither participated in the

TRANSLATION OF DOCUMENT NO. HI-5703-4
Cont's

preparation nor did I participate in the meeting myself; but I was informed later on that the meeting took place more or less in the same way as in 1933 despite the increasing political tensions of the year 1939. During the war, the German Foreign Club was influenced by the Ministry of Propaganda which used it as a club.

I have carefully read each of the 14 pages of this affidavit and have countersigned them personally. I have made the necessary corrections in my own handwriting and initialed them and I declare herewith under oath that I have given the pure truth to the best of my knowledge and conscience.

(Signature) Dr. Max ILGNER
Signature

Sworn to and signed before me this 20th day of April 1947, at Kuerberg, Germany, by Dr. Max ILGNER, known to me to be and person making the above affidavit.

(Signature) Otto VERGER
Otto VERGER
U.S. Civilian ADO No. 444385
Office of Chief of Counsel for War
Crimes
U.S. War Department

CERTIFICATE OF TRANSLATION

I, DOROTHEA L. GALEWSKI, M.P. NO. 34075, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. HI - 5703.

DOROTHEA L. GALEWSKI
M.P. NO. 34075

END

CASE 3, CRIMINAL VI

Doc. No. VI - 2043 a (Prosecution Exhibit 2043)
is not available.

Descriptions Affirmed by Mr. Ilgner.

1
can be
sup. info.
sep. 8

EXHIBITION OF DOCUMENT No. 41-14721
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES.

Exh # 2044

No. 2765

1st Interrogation of Dr. Karl ERBUS
by Mr. VON HALLER on 19 August 1947

PARADE TRIAL TEAM

Court Reporter: KROFF

ERBUS: Former IG manager
(Lower-part) Auschwitz

The witness is sworn in.

Q: You arrived in Auschwitz in 1943?

A: Yes.

Q: Since 1941 you participated in the discussions on new constructions?

A: Yes.

Q: He approached you to organize the synthesis process in Auschwitz?

A: Dr. VON STADEN. That was in the middle of March 1941. STADEN was the technical manager of IG. He was the one who always helped me in my career. He had recommended me. He hoped that EUSTEPICHON would approve of me and that ALEROS would also agree. This was the case later.

Q: What were your tasks?

A: The order was construction of an installation of the so-called Sparco I, that is the Lower Chemical Dept. in the Buna Plant Auschwitz, - Synol Plant, that is a chemical factory. After several months, this process was dropped again, it was not yet ready for production.

Q: What happened then?

A: Late in 1941 I received the order to draft the plans for a Methanol factory.

Q: Somebody stated that the Lower part of Auschwitz should become an entirely independent plant of the Lower parent plant.

A: No. I received the order to do this under supervision of Dr. von Staden and not of Dr. Duerrfeld.

Q: Later you had disagreements with Duerrfeld?

A: Disagreements - how do you mean that?

Q: Disagreements on construction with him.

A: He did perhaps not always agree in technical matters.

Q: Were the funds for Auschwitz approved by IG?

A: I assume that they were not yet approved, that applications would have to be made. An approval in principle for the Auschwitz plant existed. I know nothing about details. That was decided on a higher level. I never reported to the IG.

Q: How did you realize for the first time that you had to build the new plant with inmates?

A: I assure, very soon.

Q: Do you usually undertake to build parts of a factory without knowing the conditions under which you are to work?

A: Please remember: I had the task to plan all things operational and technical. Constructional engineering was outside my sphere. I am University chemist. What I know of machinery I learned through self-teaching.

Q: When did they intimate to you that you were subordinate to Duerrfeld?

A: I was not subordinate to Duerrfeld.

Q: You were three directors with Duerrfeld as prime inter pares.

A: Yes, with Siefeld as deputy. What I know positively is that I was asked from the beginning, have you the ambition to become plant manager? However I made it quite clear that I had only technical knowledge.

Page 1 of original copy.

- Q: Was he working in the IG Auschwitz?
A: For a while, this was Dr. Ambros.
Q: And Dr. Ambros was at that time also the local works manager?
A: Well, yes he was that too, but it gradually developed that Dr. Durrfeld got that job.
Q: Dr. Ambros was Plant Chief ("Betriebsführer") in Auschwitz?

Page 2 of original.

- A: That was Ambros at first, then it was undoubtedly Durrfeld.
Q: Was Dr. Durrfeld officially appointed Plant Chief (Betriebsführer)?
A: That did not really happen like that; it developed gradually.
Q: Was there any doubt in 1942/43 in Auschwitz who was plant chief?
A: No, it was Durrfeld.
Q: And did you come to Auschwitz the first time?
A: I believe in April 1941. Certainly after the opening action, I was not there, but I read the minutes.
Q: Did you receive all the minutes of the construction conferences?
A: Yes. But always through Herr von Stetten.
Q: Describe your first impressions of the city of Auschwitz or of the I.G. plant.
A: When I arrived there, it was a typical I.G. plant. The impression of the city of Auschwitz was that of an ugly Eastern city.
Q: Did you notice that the people were being arrested?
A: That they were being arrested, I did not see, that they had been, I heard.
Q: Did you see red crosses on the houses?
A: That was yes.
Q: Did they tell you what it meant?
A: No.
Q: Did you live in those houses before?
A: Yes, this they told me. More they were brought, I did not know.
Q: Did you ever hear of the place Sosnowitz?
A: Yes, I believe I heard this at that time also, that they were brought there.
Q: Were there any scenes in Auschwitz?
A: No, I did not hear this about Auschwitz, but about other cities in Poland, e.g. Lublin. A lady applied for a position with us, who had seen that. I asked her why she wanted to leave Lublin, she said because she had watched a deportation of Jews which was not very nice and which got on her nerves, it induced her to leave those surroundings.
Q: What was the first time that an extermination of the Jews was being carried out systematically?
A: After the war.
Q: After the war?
A: Yes, I know that quite sure.
Q: You were never aware in Auschwitz that the Polish intelligentsia and the Jews were to be exterminated?
A: No.
Q: Did you come to the IG building site at the time you were for the first time in Auschwitz?
A: -----
Q: You reported at first in the construction office in Brückstr. 25?
A: Yes, with Faust. And I believe Faust conducted me around the building site which was just being marked out.
Q: Did inmates work there already at that time?
A: No. I cannot remember that.

Page 2 of original cont'd.

- Q: Did they tell you that inmates were to work there?
A: I don't recall that.
Q: Did inmates work there at that time - hardly?
A: Concentration camp inmates, hardly.
Q: First-time inmates ("E-Boettlinge")?
A: I don't think so.
Q: Not in the entire IG?
A: I don't think so. I believe that at that time there were also no inmates in Lauenburg but only Eastern workers.
Q: How did the first inmates from the Buchenwald Concentration Camp arrive in Lauenburg?
A: I don't know that.
Q: Did you ever see an inmate from the Buchenwald Concentration Camp?
A: No.
Q: Did you see training inmates ("E-Boettlinge")?

Page 3 of original.

- A: In Lauenburg, I believe, we got them from somewhere. That was approximately in 1943.
Q: Did you see "E-Inmates" at Auschwitz?
A: I don't think we had them there.
Q: Did you see SS-inmates?
A: I know that there was something like that. I never could understand what that was. I know that there was a SS-unit.
Q: Did you at that time go into the concentration camp (Auschwitz)?
A: No.
Q: Did they tell you that there was such a thing?
A: Yes.
Q: Could you not have found out for yourself that there was a concentration camp there?
A: I could have found out that without any doubt.
Q: But signs were opposite the railroad station at Auschwitz?
A: I don't know what you mean. I suppose you refer to some markings?
Q: As there is a skull on it?
A: I don't recall.
Q: How did you go to Auschwitz for the second time?
A: Quite some time later, I am sure. Perhaps four months later.
Q: Did you notice any change in the picture of Auschwitz between the first and second time?
A: Not in the city. On the construction site they worked pretty hard.
Q: What kind of people worked there?
A: Civilian Poles. It is possible that inmates were working there already. I don't recall. But logic tells me that inmates must have worked there at that time already.
Q: How often were you in the concentration camp?
A: I believe that in 1943 I was there only 5 times altogether.
Q: You were kept posted about the happenings in Auschwitz through the construction conferences?
A: Yes. A construction conference cannot inform you about everything, it depends upon the time.
Q: Through the construction conferences you were completely informed on the employment of inmates?
A: There are very many technical questions. The question concentration camp inmates were only a fraction of the construction conference, perhaps one tenth.
Q: To have consider this one tenth is 20%. Human beings are for us here much more important. It is a fact that in every conference decisions on human lives were made.

TRANSLATION OF DOCUMENT No. 51-14721
CONTINUED.

Page 3 of original cont'd.

- A.: I did not know that.
Q.: I have my doubts.
A.: I could not have known it.
Q.: I could give you precise proof that you knew it nevertheless.
A.: That would interest me very much. Very likely many things would be surprising to me.
Q.: Now, to your recollection, were you, for the first time, actually aware that inmates were used on the IG construction site?
A.: This was certainly at the beginning of 1942, if not already before that, let's say 1941/1942. It was a very cold winter.
Q.: Do you recall the picture when you saw the inmates for the first time? Will you describe it to me?
A.: It was a crowd of wretched, unfortunate human beings, one with whom one could only have pity.
Q.: Will you please describe one person.
A.: The people were partly emaciated, their hands were shorn and they were partly badly and insufficiently dressed for the cold. As long as I saw them they were like striped inmates etc. In winter they always had overcoats of the same material.
Q.: Were the inmates freezing?
A.: In my opinion, they were freezing.

Page 4 of original.

- Q.: Were they sufficiently fed?
A.: In my opinion, they were in part insufficiently fed.
Q.: You were thus fully aware of the fact that I.G. Auschwitz is being built up with inmate labor?
A.: It was known to me from the construction conferences that our growth is being effected in part with the aid of inmates.
Q.: Do you believe that the I.G. was forced to work with these inmates?
A.: Absolutely. One was not free in Germany in the selection of labor.
Q.: How do you know that they were forced to employ these people?
A.: I do not know myself positively from any conversation or negotiation I have conducted, but I think I have heard that the labor office at Katowice or who also was responsible for the labor allocation, referred to the inmates and allocated the inmates in a manner of speaking.
Q.: Do you believe this to this day?
A.: That was really so.
Q.: There was no such thing. Were you present at any Directors meetings or any other conversations at which, for instance, Durrfeld always insisted on more and more inmates having to be made available?
A.: Yes. But the question was not put correctly for my answer. Durrfeld, as a matter of course, has always insisted on more labor, that was his element, he had the little labor. In one breath he would want Poles, Slovaks, Germans, Serbs, Frenchmen, inmates, as labor which he was to get.
Q.: You would thus say that Durrfeld was prepared - quite voluntarily - in the interest of his firm, with which he identified himself absolutely, to work with inmates?
A.: He certainly did not like the idea.
Q.: Was he prepared for the sake of the plant to compromise?
A.: I do not think him capable of having done something inhuman in order to build up his plant.
Q.: But have you seen a - fact - don't tell of what you think him capable. Did he want inmates or not?

Page 4 of original cont'd.

- A.: He wanted more labor and in this connection he will not have objected to inmates either.
- Q.: Was that the case of all higher I.G. officials that they did not object to inmates?
- A.: I have not met these gentlemen often enough to be able to answer this question.
- Q.: Were there discussions in Auschwitz to the effect that one did not want to work together with inmates, for instance Frust?
- A.: He only did it later. In the first years I only witnessed it from a distance. Later on Frust said it very often, perhaps from 1943 onward.
- Q.: What did he say?
- A.: He said: "It is an unfortunate thing to work with inmates, I am against the utilization of inmates. It was certainly, amongst others, for the reason which animated everybody, the humanitarian."
- Q.: In your last sentence you have made a full turn round "it was amongst other reasons also"
- A.: Then you misunderstood what I have said. It was in the first place that which everybody felt without being able to do it.
- Q.: I talked with Herr Frust for three days. During the whole of the three days, Herr Frust never said that he refused to work with inmates for humanitarian reasons. He only mentioned practical reasons: bad impression upon the Germans, upon the foreign workers, upon the apprentices, that the productivity was only about 30 - 50 %, that the rumors about gassing were so strong -- everything except humanitarian reasons I believe, you infer that from yourself.

Page 5 of original.

- (Conversation not restricted on the moving-in of the Germans finally at Auschwitz, on burnings, on massings)
- A.: It was not known to me and probably to most of all who were at Auschwitz that so many people were burnt.
- Q.: Do you know how many people were at the Auschwitz concentration camp?
- A.: I have heard faint rumors that there were over 100,000 people in the concentration camp.
- Q.: An SS man told it to you and Waidbrook together; the number of 50,000 men was mentioned then.
- A.: Not to my recollection. I remember Frust's remark there were over a 100,000 people. The SS has always camouflaged it. The fact that the SS did everything to prevent from getting about what they did was very much overlooked. Not only me and my friends, but probably most of us, could not have been kept at Auschwitz if it had been known what happened at Auschwitz. I would never have allowed my four children to play on such a black soaked soil.
- (Talk of Dr. von Heide about all who have spoken about rumors)
- A.: There were rumors during the war, there are now.
- Q.: The fact is paramount for me that you cannot take four million people to a godfather's hole in Poland without there being over so many signs of it. Just think of the technical prerequisites for gassing 10 - 15,000 people and perhaps even more. Remember the telephone directory of Auschwitz and that the G's Chamber - and the crematory - were listed there, that is to say in a public telephone register!
- A.: I remember the I.G. Auschwitz telephone directory, not that of the town.
- Q.: Could you ring up the concentration camp?
- A.: It will probably have been listed in the I.G. telephone directory under some telephone number.

Page 5 of original cont'd.

- Q.: Is it still even back to the conversation about the pressing.
- A.: There was at any rate the conviction among us that by employing the inmates we could do them the greatest good, and of this I am still absolutely convinced to this day.
- Q.: Do you know how many inmates perished at Auschwitz.
- A.: No.
- Q.: 22-23,000 within the three years.
- A.: I believe you have no right to say that they were killed at the IG Auschwitz. I am firmly convinced that, if they been in the hands of the SS alone, many more would have been killed.
- Q.: That's possible. But you persist in the principle of the employment of inmates.
- A.: At any rate that has been at the back of the minds of the IG all the time.
- Q.: I am reading through the construction conferences, I only see persecuted natives brought forward there.
- A.: You forget the mood prevailing in 1942/43. People were rabid anti-semites. Very few people could see the inmates as human beings.
- Q.: This generalization is certainly not correct. I have now, after the war and the acquaintance of my principal's nephew who was to have become Minister President under Goerdeler. He said: I could not have wished for anything

Page 6 of original

but to get out and to work in industry. Only this could alleviate my position. You see the people had warm huts and additional meals at the IG. They had the chance - you never know - but from their point of view they had the chance that they could lead a different life as specialized workers. I only see advantages. You see, one must not confound the creation of the "IG-inmates" - close and the employment of such as inmates. The employment of such as inmates comes under the category of employment of prisoners or inmates generally. Whether this may be done or not Is Furber as guilty for the employment of Poles and other people?

- Q.: Yes. The indictment refers to all of them.
- A.: It is quite a different agency that has made the inmate an inmate and that has treated the man the way he has been treated in the concentration camp. But one cannot impute to Furber that they made common cause with the SS.
- Q.: I have now correspondence from Janina and also from Furber. It shows that the SS had to interfere in order to protect the inmates from Furber. (The subject of rubber boots for inmates is being discussed as well as the fact that Furber foreman used to beat IG-inmates every so often).
- A.: This is basically the reverse of truth.
- Q.: I will show you the documents. I will also show you the Barth letter running along the same lines.
- A.: But what matters here is the line of policy, not the exception.
- Q.: It would come to the same. It is a fact that 22,000 people have perished.
- A.: Don't be cross with me, Mr. von Halls, I have to accept that from you. You are an American officer; if anybody else I could not believe that, still less that in the great camp several million of Jews have perished.
- Q.: Let us start from the negative side.
- A.: Is it a fact that in the beginning inmates were shot to death on the Furber building site?

Page 6 of original (continued)

- A.: Yes, I heard several times that inmates were shot by the SS sentries while trying to escape.
- Q.: That is a typical answer. Describe the word "escape".
- A.: According to what was said, a desperate man would run out of the cordon that was drawn round.
- Q.: How large was the cordon?
- A.: It wouldn't have been too narrow.
- Q.: There were four SS sentries standing in the square and watching the man.
- A.: I have heard of it but have never seen it. I have always heard it said, this is an enormity. There must not be such a thing on the Farben terrain. You must stop that and it has been stopped.
- Q.: In 1944, inmates were no more shot?
- A.: I do not remember inmates being shot on our building site in 1944. I remember an Englishman, but that was by a mere unfortunate chance.
- Q.: Corporal Reynolds. I admit that was an unfortunate chance. When did you see an inmate being beaten?
- A.: I have never seen that personally but I have heard it. I heard it probably in 1941.
- Q.: And still in 1944?
- A.: No. It is possible
- Q.: Don't you know that at a meeting in 1944 at which you were present, besides Guerrfeld, Roesbach and a few other people, that is to say at a meeting with the SS, called because an engineer by the name of Appel had complained that the inmates did not obey, the question was discussed which punishment the Farben could mete out and which the SS.
- A.: I do not recall this meeting.
- Q.: Do you remember the complaint of the SS that I.G. employees were not allowed to beat inmates?
- A.: I have heard exactly the contrary! Farben has continually tried to stop that which you regard as outrageous and inhumane in the SS. A few cases among thousands may of course have occurred.

Page 7 of the original

- Q.: On the other hand Farben placed the inmates at the disposal of these building firms and was thus responsible for the inmates.
- A.: Yes.
- Q.: It is certain that foremen of building firms have beaten, and that I.G. people have beaten is also certain.
- A.: Mr. von Halle, what matters is the line of policy. It was certainly not Farben's line.
- Q.: Of what floggings did you hear?
- A.: Of none.
- Q.: You have not heard that the inmates were beaten at Monowitz?
- A.: I have heard of it as excesses. But not that it was the rule of conduct. Occasionally one heard that a "master", a foreman as he is called here, had beaten a poor inmate. That has certainly been severely punished. I have also heard that Poles were beaten by Sauerteig and Pillich.

- Q.: By Sauersteig in the guards room of the Industrial Police?
A.: Yes.
Q.: By Pillich in Camp V?
A.: Yes.
Q.: What sort of a man was Pillich?
A.: Pillich was indeed an extraordinarily evil man; nobody could stand up to him.
Q.: He was removed later on?
A.: Yes.
Q.: Did you see the inmates march back into that camp in the evening?
A.: Comparatively seldom, that is to say, march into their camp very, very rarely. Out of I.G., on the other hand, nearly every day.
Q.: Did you see people who were carried by their comrades or were dragged along?
A.: I have seen some people being drawn along.
Q.: What else have you seen?
A.: That a man was occasionally supported the way a man with a leg injury is supported.
Q.: Were these leg injuries, actually?
A.: It is also possible that occasionally somebody could not go by himself.
Q.: Did you see inmates lying on the ground?
A.: No.
Q.: Did you see inmates carrying cement bags?
A.: No.
Q.: You have not seen any inmates?
A.: I might have seen them carrying cement bags, but I don't remember.
Q.: Have you an idea what the weight of an inmate was?
A.: Certainly 10 to 20% below the normal weight.
Q.: They weighed below a hundred pounds normally.
A.: These were exceptions, certainly.
Q.: The average weight of an inmate with I.G. Auschwitz was 45 kilograms. We have statistics about that.
A.: That comes as a surprise for me.
Q.: That can't have been a surprise for you. The people made a very bad physical impression.
A.: You must consider the following. It was not permitted to employ inmates in my domain - on the decision of the counter espionage probably.
By going through my domain I visited the workshops.
Q.: To get from one workshop to the other, you must have been outside. You must have seen inmates carrying iron bars, toiling under cement bags.
A.: Yes.
Q.: You must have seen that such an inmate is not able to carry such cement bags; particularly if he was not used to carry such a cement bag at any time of his life. Do you think you have seen it?
A.: I think I have seen it.
Q.: Do you think that an inmate weighing less than 100 pounds and not used to manual labor who carried nothing but cement bags for months can perish through this work alone?

Page 6 of original

- A.: It is incomprehensible to me. I have always heard, on the contrary, that the inmates were well nourished with the help of Farben.
- Q.: What you have heard does not interest me. It is a fact that the average life of an inmate of I.G. Auschwitz was three months. And what does it mean: an average?
- A.: It's quite clear to me what an average is, but, Mr. von Halle, your picture of the things is quite different from what they really were.
- Q.: If you tell me that, it appears to me that you were one of the many people who were there and who never cared about the atrocities that happened there.

STATEMENT

I hereby declare that the above transcript is the correct rendering of the hearing of Herr Dr. Karl BRAUS through Mr. von Halle, taken down by me on 19 August 1947 at Nurnberg.

(Signature) Ingeborg Moroff
INGEBORG MOROFF

CERTIFICATE OF TRANSLATION

We hereby certify that we are duly appointed translators for the German and English languages and that the above is a true and correct translation of the document No. NI-14721.

Nurnberg, 17 March 1948.

Fred LAI, I 046 207

A. BRULAND, 20 116

Exh # 2145

No. 27651

3. Interrogation of BRAUN, Dr. Karl
by Mr. VON HALLER
on 20 August 1947
FARREN TRIAL TRAN
SECRET INFORMATION REPORT

BRAUN: former IG manager
(Lager-Verf.) Auschwitz -

Mr. VON HALLER reads the BIRTH letter (translated into English) to the witness.

A.: This is the exception, Mr. VON HALLER. If one lived in this atmosphere

Q.: If you would have been only one single day in a concentration camp yourself, would you have been beaten, would have had your hair clipped, would have longed for your family - then you have lived in the real atmosphere of Auschwitz.

A.: I thought of the atmosphere of Auschwitz as far as the IG Farben could judge it. Anyhow, the IG always intended, all along the line, to improve the fate.

Q.: We will go through the entire (records of) the construction conferences and I would like to see only one single sentence that deals with humanity. But what do you read; the prisoners have to be removed etc. etc. . . There was no SS present at these conferences of when you had to be afraid.

A.: Mr. VON HALLER, these were minutes referring to construction conferences - whatever is contained therein concerns the recorder.

Q.: That is Herr HEIDENROCK. And the draft of the minutes has been changed frequently by DUESFELD or HISFELD. And furthermore, HEIDENROCK is one of the most pleasant personalities of IG Auschwitz, one of the most human persons.

A.: Definitely. That is my opinion too. He considered this matter as not belonging to the subject. Most probably he did not report anything special in any case. That is how I remember it.

Q.: I maintain in any case that this is the exception and not what you call an exception.

A.: You have most probably been told - I think to have heard that it has been told to you - that the prisoners assigned to Lager 4, were terribly afraid to be returned to the concentration camp. That sick people did not even report themselves sick - only in order to remain with the IG.

Q.: How do you know?

A.: This was officially told at the construction conferences. I can visualize Herr FAUST and DUESFELD as they told us that. That sick people do not report with 39° fever for instance, remain in the infirmary of Lager 4, only in order to be able to remain in Lager and not to have to return to concentration camp proper. This is a proof of the fact that the conditions in Lager 4 were better.

Q.: I agree with you in the fact that the prisoner did not want to return to the Concentration Camp Auschwitz. But what was the reason why these people did not want to go back?

A.: Because they would have been ill-treated in the big camp and because they, as we know today, would have come into the clutches of the SS jailers.

Q.: That happened in Moznitz too. What is meant by "the way back to Auschwitz"?

A.: You expect me to answer "distraction".

Q.: Today you know that?

A.: Today I know that.

Page 1 of original continued

- Q: That happened in your camp too, at your construction site too.
A: That was changed. There is no doubt about that.
Q: I will show you reports from the end of 1944 in which the IG Farben reported this man smoked, he did this and that. For that the prisoner was subjected to 50 strokes. This is therefore no argument at all. The people were just afraid to go back because they would have been gassed.
A: May I ask you: what should the IG have done?
Q: Refuse to work with prisoners.
A: In that case, as I explained to you yesterday, Farben would have certainly have contributed to the death of more of these unfortunate people.
Q: That is possible. However, I do not believe it. But they would have at least prevented your name from being dragged through the mud.
A: Mistakes were undoubtedly made on both sides. Without doubt on the German side - but mistakes were made on all sides. To say is

A: Hansen, Mr. Von HALL.

Q: To destroy a total of approximately 5 million people in Germany is not much.

A: I agree with you completely in this respect. The question is merely how one could have prevented this.

Q: By not doing that.

A: Yes, that is that.

Q: The IG Farben.

A: The IG Farben did not kill any people.

Q: It is enough if the IG Farben with its tremendous power does not intervene and prevent this, it is reprehensible and it (the IG) is guilty. On the contrary the IG actively campaigned for prisoners. During one of the first construction conferences - on 24 March 1941 - DUESSELDORF gave a description of how he together with Chemurgica-Fabrik WERST negotiated with DUESSELDORF in Berlin in order to obtain prisoners for IG Auschwitz. Do you remember that?

A: If you had reminded me without using your fines I would not have remembered the name WERST. It does seem to me now, however, that I have heard that name before.

Q: You know nothing of the details concerning the employment of prisoners, of these demands by the IG?

A: No, I know positively that negotiations were carried out between DUESSELDORF and WERST, later probably between DUESSELDORF and FAUST.

Q: Right - in the same building subsequently between DUESSELDORF and FAUST and GUBERS.

You brought about these negotiations in Berlin. Why was it just DUESSELDORF?

A: Yes, what should I say -

Q: When did you learn for the first time that DUESSELDORF was a member of the SS circle?

A: I heard that after the war.

Q: DUESSELDORF is not the type to do everything without knowledge of his closest colleagues. You know, that DUESSELDORF is ambitious, that ALBRECHT has all the connections - do you still stick to your story that this people did not know anything. How can you say that an office or an agency forced the mighty IG Farben to take prisoners? DUESSELDORF's nearest friend is KRAUSE.

A: If you read my statement from yesterday you will see that I did not make a positive statement to that effect. It is just an assumption, based upon the entire attitude of the IG Farben.

Q: You do not only assume things which are agreeable to you, while you remember so many things which were disagreeable.

A: Mr. Von HALL, this is, however, the picture I have of the IG, that is the way I saw it.

Q: That cannot very well be, for it is the most horrible picture which exists. Why do you think about the positive side (what)?

A: That was the principle as I saw it.

Q: Today we indict the people and you always protect them. You do not even try to enter the way of thinking by realizing what you have really seen.

A: Mr. Von HALL, many things which I have seen were terrible. I always considered the concentration camp system as something incredible. We all were part of it somehow. We couldn't get out.

Q: We have found that the IG Farben asked for prisoners. GOERING'S order, according to which prisoners were to be assigned to a large extent, had been submitted to KRAUSE in advance. You know who KRAUSE was: Chairman of the Supervisory Board of IG.

A: I am the least to be stubborn and who does not learn. If you tell me that these were the circumstances (connections), then...

- Q: We are not interested in this. We know the connections from documents. I am only interested in your trying to remember as well as possible the situation as it prevailed in Auschwitz and that you try to give us a true picture.
- A: I am trying to do that.
- Q: Do you know any details about the negotiations with WOLFF?
- A: No.
- Q: How was the pay of the prisoners?
- A: The pay... they got approximately 80 pfennigs per working hour. That is what we had to pay to the SS.
- Q: Later that could be right.
- A: Were the prisoners themselves paid at all?
- A: The money was not given to the prisoners directly.
- Q: Did the prisoners get paid in any form whatsoever?

- Page 3 of original -

- A: No. Only later they obtained the benefit of means of payment or any privileges.
- Q: By a system of premiums?
- A: Yes.
- Q: How was that? Please repeat.
- A: Obtained the benefit of means of payment or any privileges. They received certificates with which they could buy.
- Q: Are certificates money?
- A: That is to say coupons. They could buy cigarettes and foodstuff.
- Q: Did you make sure?
- A: It has been said so often.
- Q: Why has the system of premiums been introduced?
- A: If I tell you what I think, Mr. VON HALL, you will become angry at me. For two reasons: In order to make things easier for these people and in order to induce them to do better work.
- Q: Let us combine both reasons: It takes an undernourished inmate for whom it is difficult to do the work. I told him: If you work more, I am going to give you some compensation. Does the percentage of compensation stand in any relation to the percentage of the work that he must perform, although he is completely done for?
- A: You compel me to make a statement which is not correct as far as I know. The great majority of inmates was not like that.
- Q: The great majority of inmates could, in your opinion, have performed much more work forthwith?
- A: They could have performed the work established as standard.
- Q: And more in addition? A premium system means going beyond the standard.
- A: I must tell you honestly, I have not given it a thought at that time.
- Q: I can tell you that this system did cost the life of many people. A certificate was made out. The master wrote down the performance of the inmates. This certificate was given to the SS and then on and so many persons were beaten to death. If I establish something I must make sure that it is good, because I have the responsibility for what I have established.
- A: You must keep in mind, Mr. VON HALL, that the construction of this work had to be carried out in the shortest possible time. We were at war. Every one of us had so much work in his head that he did not even find time to have a good night's sleep.
- Q: If you have people under you, you are responsible for them.
- A: My sphere of work did not have anything to do with inmates. Please understand that I know these things and have seen them only from the sidelines. If I give a wrong answer I do not do this on

- A: purpose. I tell you what I remember. The set-up in general.
- Q: You are one of the directors.
- A: From 30 April 1941 on.
- Q: You have seen some of the things which happened in Auschwitz.
- A: During THE STANLEY lifetime he looked after Auschwitz practically. He reported to BUREWISSE for example in the conference on Saturdays.
- Q: Are you convinced that Herbert Auschwitz could have been built with the concentration camp Auschwitz?
- A: Certainly.
- Q: Why does your plant lean against the concentration camp from the beginning?
- A: I do not understand it. You know the technical prerequisites responsible for the choice of the location in Auschwitz. They are coal, water, a railroad, a large number of raw materials. All this was on hand here and this was the reason why the location in Auschwitz was decided upon.
- Q: The fact that a concentration camp existed there had no influence whatsoever?
- A: In the account as it is known to me the concentration camp did not play a decisive part in any respect.
- Q: You concentrate everything and leave out the labor problem which is always decisive.
- A: This problem is equally good or equally bad in every place in Germany and Europe. With this question you are quite easier than with the technical prerequisites.

page 4 of original

- Q: The concentration camp was dismissed from the beginning, already for the first time, when AMEROS was there. Who counted on help to be given by the concentration camp?
- A: You have to dispense with my giving exhaustive answers. I only tell what I remember and I can not do anything else. I am a lone man. When I came entered the picture the work had been done already, the location had been decided upon. This had been determined 3 months ago. In the middle of March 1941 I heard of my new commission for the first time. I suppose the final decision was made already at the end of 1940 or in January 1941.
- Q: Who was present at this occasion?
- A: AMEROS, SANTO, KISTEL, BRENNKOPF.
- Q: MERZ?
- A: MERZ - - It was in the deepest snow.
- Q: What was demanded of the concentration camp?
- A: I have the definite impression that very little was demanded. I would estimate that towards the end of 1941 not more than 200 men from the concentration camp were employed.
- Q: The number was 1200, but it does not matter now. But what was demanded of the concentration camp?
- A: Gravel, sand, I suppose. But this was not demanded from the concentration camp, but from the next contractor who supplied these raw materials. This was really not more than an accident.
- Q: What else?
- A: I know nothing else.
- Q: Sheets, benches, furniture. Do you believe that collaboration with the SS is disliked?
- A: I would say that none of my acquaintances, e.g. VON LOW disliked the SS. But there was a war on.
- Q: Do you believe that collaboration with the SS is disliked?
- A: This collaboration was neither liked nor disliked.

VON HALL starts to read to Dr. ERICH AMEROS letter of 12 April 1943 to FREYER.

- page 4 of original continued

- A: Yes, that caused him to be it. He is very impulsive. He did not have this attitude. I did not have it.
- Q: But I believed you from the beginning. I did not believe that your attitude was prevalent in Auschwitz. You were an exception, were you not?
- A: An exception Maybe I was the safest terrible someone.
- Q: May you know for sure that SAUBERBERG, BRUNDT, FAUST, DUBERFIELD were quite different from you. Why do you accuse this?
- A: Because, I instinctively refused to believe that anything had been done, that I should have something bad.
- A: This I did not ask you. We have established that you, possibly with Professor SCHNEIDER, were willing to remain relatively silent. You try to cover up for so and so many people, who have had an attitude different from yours. We do not attack you.
- A: The reason is that I am surprised that others should have thought differently.
- Q: That does not surprise you? You had always difficulties. You were the safest terrible in Auschwitz.
- A: No, it surprises me, Mr. VON HALLER. The extent, surprisingly.
- Q: You are very conservative, yet are you called a radical. I should call you a conservative liberal.
- A: I am shocked by political things, that does not belong here. I shall not in all likelihood touch anything political any more.
- Q: These DUBERFIELD's and SAUBERBERG's will always be willing to engage in the same politics and the conservatives will be silent and succumb.

STATEMENT

I hereby declare that the foregoing is a literal transcript of the interrogation of Dr. Karl BRAUN by Mr. VON HALLER, recorded by me in Dornberg on 20 August 1947.

Signature of ENGELBERT WURST

- End - -

CERTIFICATE OF TRANSLATION

We hereby certify that we are duly appointed translators for the German and English languages and that the above is a true and correct translation of the document No. 1 - 13722.

Munich, 17 March 1948.

| | |
|------------|--------------------------------|
| Page 1 - 2 | Jack Markheim AGO D 230 019 |
| " 3 - 4 | E. Ottinow AGO A 444 369 |

Case 6
sep. 1946

TRANSLATION OF DOCUMENT No. NI-14723
OFFICE OF CHIEF OF COUNSEL

3rd Interrogation of BRAUS, Dr. Karl (Nr. 2765 B)
by Mr. VON HALLER
on 21st August 1947
PARADE TRIAL TEAM
Lawyer: Mr. MINSKOFF
court reporter: MOROFF.

Exh # 4046

BRAUS: former manager IG
(Leuna-part) Auschwitz

- Q: Did ROESS come to Leuna in 1941?
- A: ROESS came to Leuna in 1941 to observe the technical process of the production.
- Q: Who took him around?
- A: Probably VON STALLEN and S. VER. I was asked in for dinner.
- Q: VON HALLER reads aloud the EUTH-letter in German.
- A: This proves the low-mindedness of this man. A proof of the politics of IG especially in Auschwitz.
- Q: Herr von HALLER, my impression is and remains that the IG was earnestly endeavouring to ease the lot of the concentration camp prisoners.
- Q: When did you converse with ROESS besides that time in Leuna?
- A: Only once more - perhaps I also bid him a good day but that I would not consider as "conversation".
- A: The second conversation took place in November 1943 at a Special celebration in connection with the growing off of the Methanol. Present were STRIMGORDEN, the highest German official in Katowice and ROESS also was there with his officers, with his staff.
- Q: Why was ROESS present? Why?
- A: Surely - so I presume - because he was the camp commander, because he represented the prisoners, he represented a part of the labor which in the end had led to the production of methanol. Besides there were certainly all the authorities present which usually are invited in such cases.
- Q: AMBROS, BUNTSCH, TER MEER, the highest ones were not?
- A: No. Such great importance was not attached to this celebration.
- Q: How often was SCHMITZ in Auschwitz?
- A: I do not recall of having seen SCHMITZ in Auschwitz. TER was in Auschwitz - it seems to me when I was not in Auschwitz or without my having talked with him in Auschwitz.
- Q: In what way had the community been forced by the SS to construct important buildings for the IG in Auschwitz?
- A: This complex is not known to me.
- Q: This has been discussed in construction-conferences?
- A: Then I must have forgotten it.
- Q: How did the first prisoners get to Auschwitz?
- A: Afoot.
- Q: How far was it?
- A: Well --- they marched at the beginning; that was by way of the Sola - I presume, on the shortest route, approximately 4 km.

- Q: It was a bit more. It was all together 10-12 hrs a day. Was that not very much? And then the prisoners had still to work 8 hours at the IG construction site. Did you see that?
- A: No, never. I only heard that it was a bad thing that the prisoners had to march.
- Q: What does it mean "bad to"? Why couldn't you arrange for means of transportation?
- A: Well, they were provided in the shortest time possible.
- Q: After 9 months. Then they were transported in open cars in winter.

(page 2 of original)

- A: That I do not remember.
- Q: Was the dispossession of the population in Auschwitz carried out by the IG or by the Reich-authorities?
- A: Absolutely by the Reich-authorities.
- Q: How do you know this so "absolutely"?
- A: Because I remember there was some trusteeship office —
- Q: East
- A: Yes, that is right. East, and everything passed through this office.
- Q: The IG of course did not want to have anything to do with that?
- A: The IG wanted to have nothing to do with that.
- Q: How do you know that anything or everything there belonged to the IG? What did you see?
- A: These posters had been put up with the usual verse "This property, houses and cattle and land belongs to the IG Farbenindustrie". Later on this was removed.
- Q: How was it possible to take over the entire inventory? I notice in a discussion on building "3000 persons with cattle and everything was taken over". How could this be taken over?
- A: That cost likely was paid to the trustee. The transfer was not made by IG, that was done by the trustee East.
- Q: Who had signed these posters?
- A: That I do not know.
- Q: The works direction (or Leitung)?
- A: That I do not know.
- Q: You had it printed. Did somebody force you to write this?
- A: This was written by just some painters. We all found that not nice.
- Q: What do you do against it? You want to take it over, only you don't want to do it yourself. You say merely "to turn it over to the Reich; that will do it for us".
- A: The Reich did it before we came.
- Q: You see, the IG should have refused all this in order to prevent it all.
- A: You do not recall how the poster was signed?
- A: I believe the poster was signed "IG Farbenindustrie AG", and no name. However, the persons certainly did not belong to it, only everything else; houses, all kinds of land, cattle.
- Q: What else?
- A: Well — furnishings? I do not know exactly about that.
- Q: What was done with it?
- A: I have it in mind that this was something that was done outside of the IG.
- Q: What did you think about it?
- A: It was a disagreeable affair — also in the opinion of people who thought differently than I.

Q: But the IG lends its name to it.
A: You can not put it that way, Herr WON RALL.
For example we protested against the removal of the Poles.
Q: For purely materialistic reasons.
A: As I said, for two reasons.
Q: The first reason is to get skilled workers.
A: In this case I admit that they were good skilled workers. The second was because one had to feel sorry to see people thus driven from their house, hearth and home. We are not such bad people, Herr WON RALL.
Q: You turned your eyes away and constantly made compromises. How was the inventory recorded?
A: I have no idea.
Q: Who can tell me that?
A: Herr Dencker can tell you that. I also do not believe SAVILBERG can do it.

(page 3 of original)

Q: Are you sure that people were not taken over?
A: Absolutely sure.
Q: What happened to the cattle?
A: It must have been driven away. It probably was used for food or the SS and the trustees East — but that I do not know.
Q: What happened to the furniture?
A: The furniture
Q: They were used for the IG settlement?
A: Certainly not. But I really do not know. I am sorry.
Q: HOESS was in Ludwigshafen 1941?
A: Yes, that I recall.
Whoever interrogated HOESS must have heard that he scarcely knew me.
Q: HOESS would hang the whole IG Farben directorate. He has very little use for the IG.
A: Possibly. That only proves that the IG stood in opposition to the SS.
Q: No, HOESS wrote a lot; he changed considerably after he was sentenced to death. HOESS rebelled against it, against this moral attitude on the one side and this exploitation of the prisoners on the other. Against this hypocritical attitude; outwardly a moral appearance and inwardly rotten, only aiming at profits. Were you along at HOESS's KDF arrangements?
A: No.
Q: On hunts?
A: Never.
Q: You do not hunt?
A: No. But that proves nothing. From my own standpoint I shunned the SS, Kz and the party.
Q: Here again you are extraordinary. The others fought for it. SCHOTT and JUELHARD are friends. Frau SCHOTT and Frau JUELHARD associate together.
A: I do not know about that. If you say so — it is possible.
Q: How are the foreign workers to get to Auschwitz 1942, 1943?
A: Via Katowitz and/or Berlin offices.
Q: Partly locally through the labor office Katowitz, partly through the GBChe (plenipotentiary for Chemistry)?
A: Yes.
Q: What can do you have as liaison to GBChe who directly bring in the people and from which countries do you fetch the people?

- A: The Poles were assigned from Cattowitz.
Q: Correct, except Schmeltipolen.
A: Schmelt-Jews. They came perhaps through the G.B. Chem.
Q: Schmelt-Jews in camp III?
A: That is possible.
Q: Did you ever see Schmelt-Jews?
A: In the city of Auschwitz, yes. I believe we employed proportionately few or none. But that I do not know either.
Q: How do you work with the G B Chem in order to get the people? What interests me: You need laborers. In Russia hundreds of thousands are caught. How are you informed that Russians are at your disposal?
A: I am not acquainted with these connections.
Q: You discuss it in your discussions on building.
A: But one can not possibly remember all this. You must imagine yourself back in that time, Herr von HALL; it was war.
Q: Try to recollect.
A: I know for certain that Assessor SCHNEIDER was sort of a liaison man of France and that the G B Chem constantly had liaison men in other countries.

(Page 4 of original)

- Q: How do you make contact with the G B Chem? Does DUEFFELD do it direct since he seems exceptionally ambitious?
A: Yes, I believe with DUEFFELD's ambition he did that himself.
Q: How do you get new prisoners?
A: Well
Q: Through DUEFFELD?
A: Certainly over DUEFFELD, through DUEFFELD.
Q: Does DUEFFELD procure prisoners for I.G. Auschwitz only?
A: Yes.
Q: He procures prisoners also for Heydebreck and Blechhammer.
A: Yes, later on he may have procured prisoners for other industries in Upper Silesia too.
Q: What special orders did he have?
A: During the last year in Auschwitz he had a special order for
Q: To get Auschwitz going faster?
A: To make faster progress.
Q: He has the title "Provisional Director" (kommissarischer Leiter). For all of Upper Silesia?
A: Presumably for the building up in Upper Silesia.
Q: In this position he constantly procured prisoners for other firms. Which firms do you recall?
A: Well, The Hermann-Goering-Werke.
Q: Also for Janina and Fuerstengrube.
A: That was I.G. With The Hermann-Goering-Werke we had a contract; they were to supply us with coke.
Q: How about Blechhammer?
A: There I do not know exactly.
Q: Did DUEFFELD himself get the prisoners from Auschwitz or did he have to go to Berlin?
A: That I do not know.
Q: How does all this fit in with the directorate of I.G. Auschwitz not being keen on working with prisoners?
A: Well, all this was under circumstances of war. There were no laborers to be had.
Q: That is not the answer. Did DUEFFELD want to get as many prisoners as he possibly could?
A: You cannot put it that way. He could not get any other workers, Herr von HALL.
Q: You cannot judge that. 1941 other manpower was on hand. 1941 you had only a few people, 1944 you had 32,000 people.

A: For all these people one always had to provide lodging and board.
Q: How was it with the prisoners?
A: The poor devils were in a camp already.
Q: Did you not provide the housing?
A: In our case, yes.
Q: How often were you yourself in the Janina?
A: I must have been over there half a dozen times. 1944 the last time.
Q: Did you see prisoners down in the pit?
A: I had gone down to the pit before I.G. had bought the works. That was at the very start, 1941. After that I was not underground any more.
Q: Why did you take prisoners for Janina?
A: Because there was a shortage on manpower.
Q: There were still English prisoners of war there?
A: Correct.
Q: Could English prisoners of war be exploited just like the prisoners?
A: They certainly did much better work. They received exemplary aid from their homeland.
Q: But they remonstrated, they remained individual, free humans. One could not be as arbitrary with them.
A: They were fine fellows.
Q: The English do not think the same concerning the I.G. Auschwitz people. They had a bad opinion of you.

(Page 5 of original)

A: Possibly so.
Q: You have never seen prisoners in the three mines?
A: Definitely not below the surface.
Q: Did you see prisoners come out of them?
A: Not from the Janina. However, I saw them once come from the Puerstengrube.
Q: What kind of a sight was that?
A: That was at the very beginning when the camp there was being fitted up. It was then that Bergassessor INWILBERT took me to the camp. It was shown to me without hardly any people being there. The camp then made the very best impression. I saw prisoners; there was a camp roll call that evening. The prisoners then looked normal.
Q: Normal?
A: That may have been because they had come there only shortly before. I know it exactly, this sight.
Q: What have you heard about the utilization of prisoners in the Janina, Puerstengrube and Guenthergrube?
A: Yes, I seem to remember that it was in no wise worse than on the I.G. premises at Auschwitz.
Q: All of it was I.G.
A: It was so that everything was provided for in common. ZAVELSPERD certainly divided the supplies he procured evenly among all.
Q: That work does a prisoner have to do? What physical condition was required?
A: A good condition. But the work of a prisoner did not amount to that of a normal worker. One accepted the fact that they worked less.
Q: Was there no bonus system in the mines?
A: Bonus system - not that I know of. In the discussions on building the must be frequent mention that the working performance amounts to 60%.
Q: Also that this must be changed. That it is to be increased.
A: One became resigned to it. There must be material on hand showing that the prisoners received a lot of additional food exclusively on the part of I.G. Farben. DUESFELD had graphic charts in his office which he always discussed with FESCHEL not only on the quantity but also on the combination of the meals.
Q: A few of the prisoners who have eaten this food will appear in this trial. Look at the weight these people had.

- A: There are always sick ones and well ones. But if this has been the case then there must have been some big who
- Q: REINHOLD has given us the rates; they are frightfully low.
- A: I cannot agree to it, but I judge it about 3000 calories.
- Q: It was about 1500 - 1600 calories and of that amount some was stolen. When was Monowitz built?
- A: What do you mean by that?
- Q: The concentration camp Monowitz. Why was it built?
- A: It was built - there is no doubt about it - to put the people where the SS would not have access to them, to shorten the distance back and forth to work, to grant the people additional food.
- Q: Food was not mentioned in the beginning. The SS continued to feed the prisoners until the change in feeding came only after the typhus epidemic.
- A: Herr von HALLER, this is absolutely so. That is the way I remember it. You can kill me. It was so.
- Q: There were no reasons to raise the work performance?
- A: That also came up, but in our mentality, in our considerations played.
- Q: By that do you mean yours or REINHOLD's?
- A: By that I would like for you to understand the responsible opinion of the I.G.

(Page 6 of original)

- Q: The I.G. people say in the T-4 "We will give 7 millions so that the prisoners who are so very bad off in Auschwitz may have it somewhat better."
- A: It was so discussed and considered.
- Q: With AMEROS, SUETAFISCH in T-4?
- A: Yes.
- Q: That is your opinion.
- A: If you cannot find such remarks, you must understand that such considerations could not go on the record in view of the Goetzapo, the SS. We were seated on front and back. Among us sat - who knows how many - spies.
- Q: Did you see to it that the prisoners in the camp you built them were treated like human beings?
- A: Absolutely - as far as we could.
- Q: How many persons slept in one bed?
- A: One. All the time I was told so. According to my memory it was a BAD barracks. This type accommodated any number of people.
- Q: 165. 50% overcrowded. That was considerably overcrowded.
- A: The beds were built 2 on top of each other.
- Q: There were the tables and chairs?
- A: That I never saw.
- Q: But you were inside of the barracks.
- A: No. But from the street I could without effort see what went on outside of the barracks.
- Q: Did you see the place for the roll-call?
- A: Everything that could be seen from the street.
- Q: Did you see the whipping-block, the gallows?
- A: There were no gallows.
- Q: Don't tell me that, but rather say that you did not see it.
- A: I saw no gallows and no place for whipping. When I saw the camp I thought: here one can survive to some extent.
- Q: You saw the barbed wire, the watch towers, the armed SS? The electrically charged wires?
- A: Yes. I cannot say whether the current was on.
- Q: You heard shots?
- A: I have not seen any dead there.
- Q: You heard that people had walked into the wires?
- A: Yes, but not from camp IV.

Q: What is the expression "from camp IV" or "KZ"?
A: I only know "camp IV".
Q: You never heard the expression "KZ Moneitz"?
A: No.
Q: Camp IV differed in nothing from the other camps. It had tables and chairs like other camps?
A: That I cannot swear to.
Q: You did not see a kitchen where the people ate (Esskuche)? You did not consider it of importance that people who were confined in a camp should have a room in which they could eat?
A: I heard of a fabulous kitchen which camp IV had.
Q: That did it look like?
A: I have not seen it.
Q: Where did the prisoners eat?
A: That I cannot tell you. I am not really in a position to answer this question.
Q: Who really is in the position?
A: Unquestionably the building section.
Q: If therefore conditions in the camp were criminal, if 5 slept in 2 beds, and if there were no furniture, no dining-room - then you held DUEFFEL responsible?
A: The circumstances were fixed. The I.G. had to see to it that the camp was built and furnished.
Q: Who determined that?
A: That was in an agreement with the KZ
Q: What do you mean by that?

(Page 7 of original)

A: A discussion.
Q: A voluntary agreement. Do you place 6 millions at somebody's disposal and then waive all claims to it and do not care what becomes of it?
A: In the first place I do not think it possible that it cost 6 or 7 millions.
Q: 5 millions according to your statement. The sum is unimportant.
A: For example, the camp was built for the Eastern workers also?
Q: You were responsible for that too. I am thinking of the sort of responsibility.
A: The SS was a state within the state.
Q: Which you need not support in its criminal enterprises.
A: Support?
Q: By building something like that you support it.
A: The camp was a blessing to those poor devils.
Q: You go far beyond what you know.
A: Talk with hundreds of these prisoners, Herr von HALLE.
Q: You talk with 10,000 of these prisoners.
A: The defense will probably bring you the others.
Q: But they will not find very many.
A: It runs in my memory that the prisoners had it warm, that they could take hot and cold showers, that they humanly.....
Q: You do not know. You did not live in there.
A: I report what was talked all the time.
Q: By whom? DUEFFEL himself did not go in there.
A: That would surprise me if he had not been in it.
Q: He went in once. Why were tents put up?
A: That was at the very start.
Q: And the tents remained standing until December. You just take on prisoners and more prisoners; you cannot house them and put up tents.
A: There was war, Herr von HALLE.

TRANSLATION OF DOCUMENT NI- 14723
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIM

- Q: Even in time of war one is subject to the same moral law as in normal times.
A: Other laws apply during a war. One goes very far, to the very limit of what is possible - everybody.
Q: That is what you did. That is the present charge against you.
A: But I have pictures in my mind which unquestionably show.... I will express it thus: that the people lived one degree better than they would have lived otherwise in the large camp.
Q: You cannot judge that.
A: It had that appearance.
Q: You do not know that 22,000 prisoners perished in the I.G.?
A: But I have seen prisoners lying in the sun, talking, playing...
Q: Every week new prisoners were arriving. The average time a prisoner lived in I.G. was 3 months. Only prisoners who worked in the offices were there for years.
A: That is monstrous. We knew it not and could not know it.
Q: I have my doubts about that.

STATEMENT

I hereby declare that the above is the exact reproduction of the interrogation of Dr. Karl ERBUS by Mr. von Halle on 21 August 1947 in Nurnberg as had taken it down.

(Signature) Ingeborg Moroff

CERTIFICATE OF TRANSLATION

I, E.M. REDELSTEIN, X 046 289, hereby certify that I am a duly appointed translator for the German and English languages and that the above is a true and correct translation of the document NI- 14723.

Elisabeth M. REDELSTEIN
X 046 289

7
case
up
cc

No. 276D

EXHIBIT OF DOCUMENT NO. 417-1272
OFFICE OF THE CHIEF OF COUNSEL FOR WAR CRIMES

Fourth Interrogation of Dr. Karl BRAUS
held on 21 August 1947 by
MR. VON HALL, WARREN TRIAL TEAM.
Lawyer: Mr. MINSKY
COURT REPORTER: MROSE

3
Fall 2 4047

BRAUS, former manager (Iowa part)
of IG Auschwitz.

- Q.: You have stated under oath that you have at no time heard of mis-
treatments in Monowitz, not even by way of beating?
- A.: Yes.
- Q.: You further stated that Monowitz was in no way different from any
other camp set up by Farben?
- A.: To make it more precise I must say the following: From what I have
heard in Auschwitz, from my functions in Auschwitz, concerning this
camp situated several hundred metres from Farben's . . .
- Q.: It is located within Farben's area.
- A.: . . . concerning this camp located within Farben's area I was com-
pelled to state what I have stated.
- Q.: To sum it up: According to your own opinion, the concentration camp
inmates at the IG Auschwitz were housed, fed and treated just like
any other workers whom you had employed at Farben's?
- A.: Housing conditions were a little more crowded.
- Q.: How much more?
- A.: I estimate it to have been about 50 % more.
- Q.: It was more than a 100 %.
- Now then - Were they really housed like any other workers or were
they given a different treatment in regard to housing?
- A.: The treatment in regard to housing was different, that is, not the
same. It was the same in regard to housing. As to the food it was
also much better than in the concentration camp.
- Q.: How bad was it in the concentration camp?
- A.: That is outside my knowledge.
- Q.: How can you make comparisons, if this is outside your knowledge?
- A.: Because the inmates had a bad, under-nourished impression.
- Q.: High inmates?
- A.: The inmates - in general - who arrived on our construction site.
- Q.: These inmates were afterwards at the I.G. Auschwitz?
- A.: They received supplementary rations.
- Q.: How do you know this?
- A.: This was generally said.
- Q.: They were completely responsible for their food. The word "supple-
mentary" is out of place in this connection. They either received
the same food as the Germans or as the foreign workers of other na-
tions.
- A.: I do not think the same food as the Germans.
- Q.: The same as foreign workers?
- A.: I have no information on this.
- Q.: Do you know from your own experience what kind of food was given
to the inmates?
- A.: I never was able to see for myself. It did not come under my scope
of responsibilities. However, I set my mind at rest on this point,
because DUERRFELD in cooperation with a physician currently deter-
mined and supervised the amount and the type of the calories.
- Q.: How often is "currently"?
- A.: Every fortnight he . . .
- Q.: How do you know that?
- A.: Because he occasionally told us about it at construction conferences.
- Q.: Duerrfeld never talked in construction conferences about the food
given to the inmates at the I.G. Auschwitz.

Q: It seems to me that I remember something like it, Mr. VON HALLB.
A: You also remember that that the inmates received the same food, the same rations, as the foreign workers?
Q: I do not remember this anymore.
Q: How big were the rations given to these people?
A: I would say 2,500 to 3,000 calories. But I really do not know.
Q: Are you really unable to give information on the food of the inmates?
A: Not exact information, only in a round about way.
Q: You are not in a position to draw a comparison with the rations at the concentration camp Auschwitz, the amount of which you do not know?
A: I must make this comparison from the opinions I have been able to gather on the construction site. I learned about the Buna . . .
Q: Buna soup.
A: This was given to supplement the food.
Q: They had only received Buna soup. A watery soup, 3/4 of a liter.
A: In my opinion the SS was in charge of provisions.
Q: Farben took over the mass after six weeks?
A: Mr. VON HALLB, the I.G. took over the purchase of food and delivered it to the SS.
Q: Where?
A: Whether it was in camp 4 or
Q: Who did the cooking?
A: I would say the SS did the cooking.
Q: Who was WURZENGER?
A: I think an IG-man.
Q: With whom was he?
A: With SAVILBERG.
Q: Where did he cook?
A: The I.G. really did the cooking?
Q: What was given to the inmates at noon besides this watery soup?
A: I am not well informed concerning the missing details.
Q: Therefore you cannot venture an opinion concerning the food?
A: Even everyone around me in Auschwitz must have lied to me, because that's just exactly what they said.
Q: You know now that they lied to you. They did not tell you either that the inmates were gassed. Many knew that all right. You have seen the condition the inmates were in. You saw for yourself that their condition was not good. You said that as a whole the condition of the inmates was good.
A: I would not say that, did not say so either.
Q: You don't know anything about the food situation. The housing was bad.
A: It was crowded.
Q: Were there any tables or chairs in the bunks?
A: I don't know.
Q: Were you ever inside one of them?
A: No.
Q: As a member of the Direktion in Auschwitz did you ever feel the obligation to visit the camp?
A: I was not responsible for it.
Q: That was not my question.
A: I did not want to have anything to do with the SS.
Q: Is that the only reason?
A: Indeed.
Q: As a member of Farben's Direktion you did not feel the obligation to go to camp 4?
A: No.
Q: The only difference is the crowded condition. Apart from this, there was no other difference between the camps of the Germans, foreign workers and inmates?
A: I never intentionally looked at a foreign worker's camp.
Q: A camp of Germans?

- page 2 of two original, cont'd -

- A.: Not even that.
Q.: Is outward appearance - no difference?
A.: On the outside there was an electric fence with watch towers, not to speak of the guard detail which was the SS.

- page 3 of two original -

- A.: I am speaking of the fact that camp 4 was a concentration camp. A concentration camp consists of the many things you do not mention. The ground the concentration camp in Auschwitz was built on was the same as the ground of the I.G. camp in Auschwitz or Breslau or any where else. The only difference between a concentration camp and a labor camp lies in the fact that the one is surrounded with a barbed wire fence whereas the other one is not or only with chicken wire. Add to this the whipping posts, pillars and so forth. You did not see them but they were there all right, what other differences do you know?
A.: From outward appearance, none.
Q.: In planning the construction of the I.G. camp Auschwitz, did the SS insist on crowding the inmates more than the Germans in regard to housing?
A.: I am sorry I cannot answer this.
Q.: You don't know whether DUESSELDORF or the SS ordered it?
A.: No.
Q.: Did the SS compel the I.G. to erect the camp?
A.: The SS did not compel me to build. It was a voluntary decision on our part for reasons repeatedly given to you. In order to improve living conditions for the people and thus, to have healthy and efficient workers.
Q.: Did the SS compel you to erect certain hospitals?
A.: I do not know the details concerning the camp's construction.
Q.: Do you know that the SS had asked for hospitals which, however, Farben refused to build?
A.: I should think that it was just the other way round.
Q.: DUESSELDORF has told me this morning that this refusal came from the I.G. besides an SS-physician made also a statement to this effect. Did the I.G. also refuse to build a crematory?
A.: In no uncertain terms.
Q.: Why?
A.: Because the I.G. did not want to identify itself with the death and the burial of inmates.
Q.: There was this disagreement?
A.: I don't know.
Q.: Do you know that they refused it?
A.: Yes, I have heard it say afterwards.
Q.: What passed through your mind when you heard that they had to refuse to build a crematory in a so-called labor camp of the I.G.?
A.: Nothing.
Q.: It never occurred to you that many people must die to make it pay?
A.: To be sure, it did not.
Q.: So you know the costs?
A.: No.
Q.: Approximately 18,000.- RM for an ordinary crematory. The crematorium in Auschwitz cost from RM 200,000.- to 300,000.-.
A.: What do you mean by this?
Q.: By this I mean that when one feels the need for a crematory in a place, one also must know that very many people are perishing, or else the thought would never have arisen. RM 18,400.- is not a trifling sum to amortize.
A.: I have always considered the atrocities, which were published after the war, a fiction and did/know of them, Mr. VON MALLER. Therefore this

not

- page 3 of the original, cont'd -

- thought did not occur to me during the war.
- Q: By then did you refuse?
- A: Because it is an unsympathetic affair to have a cemetery inside a camp. There never was a cemetery built inside a camp. There were cemeteries, but outside the camp.
- Q: Where were the inmates buried?
- A: I suppose in the large camp, I do not know.
- Q: Did it ever interest you where the inmates were buried?
- A: I do not think so.
- Q: Have you ever heard it say that people were cremated in the large camp?
- A: That they died and were cremated, yes.

- page 4 of the original -

- Q: How were the camp inmates who had died in Monowitz brought to Auschwitz? Did you see the carriages with the dead?
- A: No.
- Q: Have you ever thought of it?
- A: Mr. VON HALL, I did not think of it, neither in camp 4 nor in the other camps.
- Q: Did you not know the Polish cemetery?
- A: Yes, I did. I knew it because once Russians had died after drinking Methanol although they have been warned beforehand.
- Q: How many?
- A: Ten or twenty people. At that time I tried very hard to convince the foreign laborers that Methanol is really a poison and that one must not drink it although it is similar in its qualities to the beverage alcohol.
- Q: There were always persons who drank it as alcohol?
- A: Yes.
- Q: How many?
- A: On the whole perhaps 50 persons; but not at once, but in different groups. Many evenings I have cracked my brains, have sent for the painter who made the propaganda pictures and ordered him to paint pictures prohibiting it.
- Q: How could the Russians get to it?
- A: They stole it. They were people who worked there who had things to do there.
- Q: Who else worked there except Russians?
- A: The Russians worked as construction workers and they succeeded in stealing the Methanol which they took for alcohol.
- Q: How were they buried?
- A: I believe that the Russians were interred at the Polish cemetery. I did not attend the funerals but I have done a lot of other kind things which I want to quote today, because you are telling me such a lot, Mr. VON HALL, which makes me look as if I had no human feelings, as if we all had no human feelings. I have been in the hospital and have visited the bed-sides of the sick, and also the dying and I have talked to them with interpreters. I listened to the doctors and I was deeply moved if they told me "this man will be dead in two hours" I know about two cases. I said: "I cannot believe it". He was blind, but he could talk quite reasonably.
- Q: Did you know that these people would not be burnt?
- A: I knew that.
- Q: But you did not know in what manner the camp inmates were transported from Monowitz to the concentration camp Auschwitz in order to be burnt there?
- A: No.
- Q: You never have heard it?
- A: No.

Page 4 of original (Continued)

- Q.: But there is a difference in the treatment if some were buried and some burnt?
- A.: I personally want to be cremated. I do not see any difference in the treatment if some are buried and some cremated.
- Q.: But one should have the choice.
- A.: Mr. von MILE, we had no freedom in Germany. The 10 or 12 years must leave some traces behind.
- Q.: We hold everybody responsible. We also hold the little men responsible and call him before a denazification court.
- A.: Yes, that's it. The big people are not being held responsible to a sufficient extent.
- Q.: That's why we indict your people. How were you informed about a person's death in Monowitz?
- A.: It never came to my attention that people died in Monowitz of an unnatural death.
- Q.: How did you come to know that they died a natural death?

Page 5 of the original

- A.: I probably was not aware of it when it happened.
- Q.: In the end there were 10,000 inmates. Some of them died in Monowitz and some of them were taken away from Monowitz. But that fact is not of interest just now. Naturally some people do perish.
- A.: I do not know about this at the moment, neither of camp 4 nor of the foreigner camps nor of the German camps.
- Q.: You can only doubt the figure of 22,000 dead because you do not want to believe it.
- A.: No, not at all. If in camp 4 only a fraction of that figure would have died, we definitely would have noticed it.
- Q.: Many people did come to it and were taken out again. DUERRFELD states that thousands of people were taken out.
- A.: That is something different.
- Q.: Those people have been gassed. They were gassed when the I.G. said that they were not fit for work any more.
- A.: The I.G. struggled very hard all the time against the constant change of prisoners.
- Q.: You had priority before all the other Upper Silesia industrial plants. HITLER himself said: "You have to help the I.G. as much as you can." HESS got this order of FRANCH and HITLER and GOERING. HESS stated that he had told DUERRFELD that the people were gassed. He was only afraid to pass on this information. SCHWEIDER told me that he knew about it; JAEHKE told me that he knew about it.
- A.: Then they were just as guilty.
- Q.: And you still try to defend your colleagues?
- A.: If that is like that, then this is the point where I have to disavow my colleagues. That is abominable. It was DUERRFELD who stated that.
- Q.: DUERRFELD did not consent to it; I should like to state that. But LAUTENSCHLAGER, JAEHKE, SCHWEIDER, DIECKMANN from Berlin and WAGNER from Berlin agreed to it.
- A.: Then DIECKMANN is guilty, too.
- Q.: It was common knowledge.
- A.: There were rumors; what is going on? Is that true?

- page 5 of the original, cont'd -

- Q.: What sort of rumors.
- A.: That people died an unnatural death, i.e. not through epidemics - "as I can remember it correctly. That was the explanation of the smoke and the glare of fire: 'That is cremation; we cremate the dead and do not bury them.'"
- Q.: Have you seen the glare of fire?
- A.: Yes. I have seen it.
- Q.: How many people have to be cremated so that a glare of fire can be seen?
- A.: That does not depend on the number of people, but on the way it is done.
- Q.: Good.
- Q.: It was done in the open air.
- Q.: How many have to be cremated so that a flame can be seen at a distance of 8 km? There must have been great epidemics, and how do you account for the 60,000 people?

- page 6 of the original -

- A.: I already stated at the beginning, that it came to my knowledge as RUSCH expressed himself that the number of prisoners held in Dachau amounted to six figures.
- Q.: How can you explain the fact that so many people perished?
- A.: There were great epidemics - spotted fever -
- Q.: Were there epidemics all the time which were so great that crematoriums had to be built in advance because people knew beforehand that people would die of spotted fever?
- A.: Yes, I had no idea how big the crematoriums were and what they were built for.

SIGNED:

I declare that the foregoing deposition is a true copy of the interrogation of Dr. Karl SAUS by Dr. VON HALLER in Nuremberg on 21 August 1947, taken down by me.

(handwritten signature) Ingoborg Moroff
(INGEBORG MOROFF)

- End -

CERTIFICATION OF THE TRANSLATION.

I hereby certify that we are duly appointed translator for the German and English languages and that the above is a true and correct translation of the document NO.: NI-14724

Nuremberg, 17 March 1948.

Page 1 - 3 O. Lämmer
ETO 20 123

Page 4 - 6 J. Weismann
ETO 35 270.

- 5 -

No. 2765 D

Case 6
sep 26
Vol 2048

Fifth interrogation of Dr. Karl DRAUS
by Mr. von HALL on 22 August 1947
Farben Trial Team,
Lawyer Dr. A. J. SKEIFF
Court Reporter: M. A. F.

Draus: former manager
(Iowa-part) I.G. Auschwitz.

- Q.: A great number of decrees, orders and ordinances were issued by the factory management. Could you describe to me the way a public notification had to go before it could be published with the signature "IG Farben Factory Management", and how this was in keeping with the Fuehrer principle?
- A.: In Germany, as we know, the so-called Fuehrer principle was widely in force under the influence of National Socialism. Any orders which were issued or decrees which were formulated, were as a rule issued by the factory manager after consultation with a board, though he issued them in a Fuehrer capacity.
- Q.: Who was factory manager of IG Auschwitz?
- A.: First ~~AMER~~ and later ~~AMER~~.
- Q.: You say first ~~AMER~~ and then later ~~AMER~~ were Betriebsfuehrer?
- A.: Yes.
- Q.: Who were the members of that board?
- A.: All department chiefs: production, a civil welfare department, commercial department,.....
- Q.: Was ~~AMER~~ over a member?
- A.: Yes, ~~AMER~~ called the department chiefs, also the chiefs of other organizations, the chief of the training workshop, Herr ~~AMER~~, etc. to the meetings.
- Q.: How minutes taken?
- A.: No, these discussions were not minutes.
- Q.: For example, was the employment of the detainees ever discussed?
- A.: It was, among other things.
- Q.: To what length?
- A.: Small details were not discussed, only the general outlines.
- Q.: What was the procedure?
- A.: It was a matter of paper slips. ~~AMER~~ had very many slips containing notes of things he had thought of.
- Q.: Could you illustrate that?
- A.: One note for instance ran: Foreman so-and-so reports that the Kapos or SS guard struck a detainee. ~~AMER~~'s document was mostly "I immediately filed such or such a report". He noted the incidents.
- Q.: Did everybody usually know exactly under what conditions the detainees worked, when labor allocation questions were under discussion?
- A.: Irregularities and abnormalities were discussed.
- Q.: I just wanted to find out in how far the individual participants had to be informed about the detainees' lot. We shall come back to it later.
- Q.: You say that the Fuehrer principle predominated. Does that mean that when you later became director you had no direct influence on the posters and memoranda?
- A.: You can put it that way.
- Q.: Who had the most influence?
- A.: The most influence?
- Q.: Who had that?
- A.: Well, I suppose the person with most influence was ~~AMER~~.
- Q.: Did ~~AMER~~ act on his own initiative or did he go to ~~AMER~~ for cover?

(page 2 of original)

- A.: No must be got much covering from AKKUS.
- Q.: Afterwards?
- A.: Both, beforehand and afterwards.
- It was like this: whenever a question or problem was beyond a person's competence, that person would find another to cover himself.
- Q.: Let me give you a practical example: A poster in the hall; workers returning late from their leave will either be sent to the labor camp or the concentration camp. Signature "The factory management IG Farben." Would the factory management in such a case be DUESAUFELD, BIEFELD or WAGNER?
- A.: A poster?
- Q.: Do you remember that poster?
- A.: I do not remember it, though it is quite feasible.
- Q.: Who would be responsible in such a case?
- A.: Well,
- Q.: It was ROSENBERG's sphere. How much influence did you have in the matter of such a poster?
- A.:
- Q.: You admit that such notices were issued?
- A.: Yes. Let me see now, The official assigned to this particular field was answerable to DUESAUFELD, and presented the problem to him. In this case it would be ROSENBERG, and it is thus possible that the matter was discussed with DUESAUFELD.
- Q.: Did DUESAUFELD always discuss everything with the others?
- A.: It was very often the case that these things were issued without anybody being consulted.
- Q.: What theoretical and practical chances did you, as a member of the factory management, have to raise objections?
- A.: The best opportunity for me to express my doubts, or to object, was in the so-called Monday (monthly?) conference.
- Q.: What is your procedure in such a case? Would you raise a protest in questions of the formation of a special task detachment? That must have been discussed.
- A.: Special task detachment, If I remember rightly it was not even discussed beforehand.
- Q.: (DUESAUFELD is in a position to do a thing, like this without conferring with the other two factory managers?)
- A.: You have the wrong opinion of my actual scope in the factory management.
- Q.: You belonged to the Directorate.
- A.: Yes, but it was stated clearly that I was neither action nor deputy Betriebsfuehrer.
- Q.: Theoretically could you and your co-directors protest against measures taken by the factory management in theory?
- A.: That I did, too.
- Q.: You can do that theoretically, and often you actually did it?
- A.: Yes.
- Q.: It is possible that the special task detachment is formed without the Directorate being consulted in the matter?
- A.: Yes.
- Q.: What other possibilities have you to raise a protest?
- A.: I could reach the Vorstand over DUESAUFELD's head.
- Q.: In what cases did you protest to DUESAUFELD, and when did you take a protest to the Vorstand over his head?
- A.: I never had any cause to be so unsatisfied with Herr DUESAUFELD's factory management, Herr von RIEDE, as to have to go to the Vorstand to complain about DUESAUFELD.
- Q.: It was actually an unusual step?
- A.: An extremely weighty matter. It would in fact have meant making all cooperation almost impossible.
- Q.: It was easier to complain to DUESAUFELD. Give examples.

(page 3 of original)

Q: Cite cases involving the SS.

A: In any closer contact, which the IG - represented by anybody - establish - or had to establish - with the SS or with the Party, I maintained an attitude of rejection.

Q: It established it. This is only theoretically; give me practical examples.

A: An invitation of a harmless nature was received to attend an SS concert. I declared: I do not think that IG men go there.

Q: Did you hear about the special task detachment?

A: For the moment I can't remember. Let me think what it was a detachment of people who were to be brought to their senses by heavy work.

Q: Did you make any protest in the case of such a detachment?

A: No.

Q: Did you approve of it?

A: I did not like it.

Q: Did you found this detachment?

A: Never.

Q: Who was it?

A: I do not know who invented it.

Q: It was somebody's hobby.

A: Yes, I don't know. I have to guess it.

Q: It was DUEKAPFEL himself.

A: Then very likely he did it before the end of 1943.

Q: In what particular matters did you not agree with DUEKAPFEL?

A: That about the famous arguments everybody refers to, the differences between LAUS and DUEKAPFEL.

Q: I do not authorize you in any way to cover DUEKAPFEL in a matter, if you know he acted wrongly. For this is an omission of facts, even if you have the instinctive feeling that you would like to cover him. What was it?

A: Yes, perhaps it was the basic point which separated us.

Q: Give me practical examples.

A: It must have been the difference of ideas. Q: Give me examples.

A: You can assume that every decision made or planned with regard to prisoners may have met with opposition from me.

Q: Because you refused in principle to cooperate in deploying prisoners?

A: Yes. I did not think about it any more.

Q: Now we have one explanation. Do you recall individual violent discussions with DUEKAPFEL? How was it?

A: I remember most that it was at the end of the war.

Q: That about the evacuation of the plant?

A: I thought it was madness to hold out.

Q: How long before did you want to evacuate?

A: Probably several months before I would have ordered the Germans, all the people in fact, if they would not be spared themselves - to save their property, their family, their children.

Q: For what reasons did DUEKAPFEL oppose this so strongly?

A: Well....

Q: Was he a convinced National Socialist?

A: Because he was guided by those wrong ideas of National Socialism.

Q: How many people perished because of this decision?

A: One can't very well say that people perished.

(page 3 of original cont'd.)

- Q.: Do you know how many detainees perished? When did you hear for the first time of the death march to Gleiwitz?
- A.: The detainees, if I remember correctly, were marched off a days ahead of us.
- Q.: You could see the dead on the road.
- A.: That is not correct.
- Q.: Approximately one thousand detainees died on the march to Gleiwitz. It is LUEKSFELD above all whose conscience is burdened, with these detainees.
- (page 4 of original)
- A.: We all reached Dresden in a deplorable state.
- Q.: That was his fault. What happened to the foreign workers?
- A.: I seem to remember that they did not return in a different state to that of the Germans.
- Q.: Also in a bad state?
- A.: Yes.
- Q.: That about that poster about those fifteen people who had been shot?
- A.: That was a lie of that awful mayor PUTZ, at that time.
- Q.: Is that all you remember. There are two descriptions of the matter. The one by LUEKSFELD which conforms to what you say, i.e., that PUTZ published it without his knowledge, but that no one was shot. And the second one: LUEKSFELD and PUTZ got together and arranged to have the poster published by the municipality of Auschwitz, but that the IG should not be mentioned. PUTZ said he was deceived; 15 IG people had been shot.
- A.: PUTZ ought to be hanged.
- Q.: Where is PUTZ?
- A.: There is a rumor that he is living in the Netherlands uncollected.
- Q.: What is his first name?
- A.: This can easily be found out. I am willing to follow this rumor up.
- Q.: I shall see. I don't really want to have a man arrested and use him as a witness who puts all the blame on the IG, because he wishes to clear himself.
- A.: PUTZ was of the bad sort.
- Q.: That's again LUEKSFELD's fault. He could have revolted against PUTZ. LUEKSFELD liked that type of people.
- A.: LUEKSFELD is a tragic character.
- Q.: Don't you think that a man should not be prosecuted at all for his ambitions?
- A.: Of course.
- Q.: Why do you cover LUEKSFELD?
- A.: I do not wish to cover him. I only want to describe him as he is.
- Q.: As you see him?
- A.: As I see him.
- Q.: You are not doing so. You voice an opinion you have of him. You are not to say that he ordered beatings if we did not, but you make excuses for his character. LUEKSFELD is only being prosecuted because of his ambition. FLICK also was ambitious.

(page 4 of original cont'd.)

- A.: I only consider it from a human point of view, if I say that he is a tragic character.
- Q.: If through this ambition, people's lives are endangered, are they responsible and to be tried by a court?
- A.: Yes.....
- Q.: A court is to judge whether there was more ambition in the Third Reich than in normal times. I should prosecute BURKAPFEL even if there would have been no detainees, just for the way he treated the Germans.
- A.: Mr. von HILLE, BURKAPFEL has always shown in a convincing way, how honestly he endeavored to help the detainees. This I cannot forget. If the Tribunal in Nuremberg proves that he was, in fact, different, then I am the last one who is going to cover him.
- Q.: You cannot cover his ambition. This is his first guilt.
- A.: I am really shocked that you tell me of GROSS having testified that he had informed LUTHEFELD of his activity.
- Q.: I did not say so, only about the fact that people were being passed for there were more things that happened at Auschwitz.
- A.: That is what I mean.
- Q.: There were others who knew of it too: LAUTENBACH, LAUTENBACH, SCHNEIDER, who talked more about it.

INTERVIEW NO. 100
CONT'D

(page 5 of original)

- A: Mr. von Halle, if Duerrfeld has known of it then that would mean a breach of his colleague's confidence. He would have lost me and very many assistants. But....
- Q: I do not think so. All of you have made compromises in Auschwitz?
- A: I believe, I may say: no.
- Q: Perhaps with few, with very few exceptions. Allright. In which other respects did you have controversies with Duerrfeld apart from that concerning the evacuation, about which we have talked?
- A: Yes, I have always contradicted, when the topic "Party" was raised.
- Q: Quote talks from which one can learn Duerrfeld's, your and Ambros' opinion on the same matter.
- A:
- Q: Ambros and Duerrfeld seem to be two different characters, apart from their both being ambitious?
- A:
- Q: Describe Duerrfeld's opinion when you know better?
- A: I assure you - I make my statements under oath - that I cannot think of details, Mr. von Halle. I do not make a statement in order to protect Duerrfeld, as you say. I cannot think of details.
- Q: Did you avail yourself of the opportunity of approaching the Vorstand directly in order to protest against the employment of detainees?
- A: No, because that seemed to me to be handled in a manner which appeared to me to be tolerable and because their general employment eased their lot rather than rendered it more difficult.
- Q: Did you constantly raise objection to the employment of detainees?
- A: I have stated repeatedly that all this was unpleasant to me.
- Q: There existed a notice according to which detainees were not allowed to enter the surface air raid shelters; was it signed "The Works Management" or "Duerrfeld"?
- A: I remember that not only matters which could be published with the signature "Works Management" and which concerned only the production, were signed by the plant leader, that is Duerrfeld.
- Q: Think of examples, practical examples.
- A: Yes, yesterday I spoke of the poor chaps, who drank Methanol. I thereupon wrote a warning of some length and wanted to publish it with the heading "Synthetic Production.
- Q: That is, on your own responsibility?
- A: Yes, "Synthetic Production Dr. Brauns", and was very surprised that, when I came out, the thing had already been posted in the plant and signed "The Plantleader, Duerrfeld". I had thought that if it were issued by the Production then it would sooner be believed.
- Q: Did you raise any objections?
- A: No, the matter was settled.
- Q: Do you remember the poster regarding air raid protection?
- A: No.
- Q: Do you remember the fact that detainees were not allowed to enter the air raid shelters?
- A: I can tell you exactly how it was: At first nobody had an air-raid shelter. Then the situation became more dangerous. Actually my best men were killed in the first raid. We then built the surface shelters as quickly as possible. This took us perhaps 10 weeks.
- Q: Detainees built the surface shelters, did they not?
- A: Let me think -- The shelter which was erected near us -- I can no longer say. Probably they helped. Now it was necessary

Dr. Faust, 2, 1945

(page 5 of original, cont'd)

to establish rigid order to prevent confusion, when danger was imminent.

Q: You had a special schedule; Bruestle was responsible.

A: Bruestle can best tell you that. I remember that strict rules were laid down for everybody where he had to go. It could have been possible that the nearest shelter was overcrowded. Therefore it was laid down exactly for everyone where to go in case of danger.

Q: The Germans enjoyed the best protection?

(page 6 of original)

A: It is true - I admit that - that the Germans had the best shelters, and that foreigners and detainees had to take the second best. But I positively know that in my department, "Synthetic Production" the detainees of the compressor construction were instructed to disappear under the compressor bases.

Q: Were the detainees allowed to enter the surface shelter or not?

A: Yes, they were probably not allowed to use them.

Q: Was there an order to that effect?

A: That I do not know. But there is one thing I know for sure; when one of them stood inside and one German hand moved to turn him out.

Q: It is the fact that detainees had been in the surface shelters which led to the issuance of the order. He cleared away the mine and who removed the fuses after air raids?

A: I am thinking of an incident: There was a special Wehrmacht detachment, specialists. I remember an officer, a corporal under whose supervision the bombs were removed.

Q: Who was subordinated to them?

A: I no longer remember it; it is possible that they were detainees.

Q: You know that it was a detachment of detainees who were ordered to remove the bombs?

A: No.

Q: You heard of assassinations?

A: Not of one.

Q: Which posters were published which threatened that the foreign laborers would be taken to concentration camps?

A: I do not remember one of them.

Q: How often did you visit the assembly hall (Tausendmannhalle)?

A: I only went to official assemblies.

Q: You do not remember any large posters pinned up in the assembly hall?

A: No, none of them.

Q: What posters do you generally remember?

A: I must state for other people to understand my nature and disposition: I have a purely technical brain.

Q: You can read. Even a technician learns to read.

A: I have detested red tape in all my life.

Q: As a human being you are interested somehow.

A: What struck me --- for instance these ugly posters in the fields: This is IG-property --- But if I cannot think of it I am unable to say anything. There are people who can inform you better.

Q: What were the arguments between Faust and Diarrfeld about the employment of detainees?

A: I can remember that - after he had worked with detainees for some time - he objected more and more to the employment of detainees. Faust had probably figured out, that these people were only 50 % or more.

(page 6 of original, cont'd)

Q: Between 40 and 60% ...

A: ... efficient as compared to normal efficiency. One cannot expect them to be more efficient. Neither can one expect from the human point of view that the output should be greater; viewed from the point of efficiency they are not the right laborers. We want 100% efficient manpower.

Q: I only correct you because I have talked with Faust. I have not heard him mentioning any human aspects but only practical considerations. I am sure that he did not worry too much. What did Duerffeld always reply to that?

A: "We will straighten that out allright. They get more food; we look after them well. There is no manpower available. We have to get on as quickly as possible; we cannot afford to have break downs; we must see how we can manage best."

Q: Was Ambros also informed about that? At building sessions?

A: It happened that such discussions occurred at building sessions.

Q: Did Ambros attend every building session?

A: I think so, with one exception.

Q: What was Ambros' attitude towards Duerffeld?

A: Ambros' view on Duerffeld's abilities became more and more as the erection of Auschwitz went on. Duerffeld was very painstaking. He was - if I may put it that way - meticulous.

(page 7 of original)

- Q: AMEROS' attitude towards National Socialism was not the same as DUEFFELD's?
- A: No.
- Q: In what way?
- A: He was only interested in the technical side.
- Q: Was AMEROS very ambitious?
- A: -
- Q: Very ambitious?
- A: Yes.
- Q: Was it AMEROS who insisted on the high speed at Auschwitz, or was DUEFFELD's tempo still higher than that requested by AMEROS?
- A: This was probably due to Berlin.
- Q: It was due to the I.G. It was an enormous tempo. It was, of course, DUEFFELD's ambition to reach the deadline as soon as possible.
- Q: What was AMEROS' practical attitude like? Was he abrupt towards FAUST or you?
- A: No, Herr von HALL. AMEROS is always exceedingly conciliatory. I do not know whether you know him?
- Q: I have been cross-examining him continuously. He is a man of great charm. What was his attitude towards DUEFFELD?
- A: He said: "We shall do it as DUEFFELD says".
- Q: Was it possible to argue strongly with AMEROS?
- A: No, in a way - no; one didn't.
- Q: It was very dangerous to do so? He was very sensitive?
- A: I would put it this way: perhaps dangerous for his enemies.
- Q: It was his intention to make people subservient to himself.
- A: One cannot say that. AMEROS definitely thought the human element most important in getting things done, a fact which is usually overlooked by others, or which could not be achieved by others because of their different outlook. He was always very anxious to treat people kindly, which spoke in his favor. He wore a smile to which all succumbed. I like him, Herr von HALL; I have always liked him. He was a pleasant person.
- Q: What do you think of AMEROS' technical knowledge?
- A: I should like to use the expression "enormous".
- Q: There are two sets of opinions: some people maintain that he was just bluffing; others say that he was a genius.
- A: Genius - bluff: certainly not.
One only had to know him: it was only necessary to say two sentences to him and he already knew that one was aiming at, and had already decided.
- Q: What was AMEROS' attitude towards the labor allocation of inmates of concentration camps?
- A: AMEROS viewed the labor allocation of inmates as I have repeatedly described: one made the best of the situation.
- Q: AMEROS is himself responsible for the situation. He always negotiated with FOHL, with HIMMLER, with these SS-people.
- A: Yes - -
- Q: What is your opinion?
- A: Yes, that always surprised me.
- Q: What?
- A: Well, that he dealt with these people, FOHL and HIMMLER.
- Q: Why did it surprise you?
- A: Well, because it must have been difficult.
- Q: Why?
- A: Because as a man, as a character, I hold him in high esteem. He was a convinced Catholic such as I am, too. This was not only said of him, but I myself repeatedly got proof of this. For instance, at the village of Monowitz the church was pulled down, was to be pulled down. Someone said: "Here we are pulling down the church". I was closest to AMEROS.

CONT'D

(page 8 of original)

- A: I shall never forget how his face assumed an angry expression and he said: "There is no need for the church to be pulled down. It is not going to be pulled down". But it was pulled down - I think against his will. AMEROS spoke also against the demolition of the church in Auschwitz which BUTS wanted to order. I think it must be put to AMEROS' credit that the church was not pulled down. I definitely like AMEROS' character.
- Q: What negotiations did AMEROS have with POHL?
- A: Probably negotiations to get all sorts of help from these SS enterprises, perhaps a supply of timber or a delivery of cupboards.
- Q: What other negotiations did AMEROS have with POHL or HIMMLER apart from that?
- A: I wasn't there. He did not even tell us anything about it.
- Q: About what else?
- A: Well, perhaps they did discuss the employment of detainees. But I really don't know.
- Q: What was BUEFISCH's attitude towards the employment of detainees?
- A: BUEFISCH did not bother about anything at all.
- Q: Didn't BUEFISCH negotiate with him? Did he only talk to AMEROS?
- A: Yes, with the stronger person.
- Q: You represented Leuna?
- A: Yes, that was our sphere of interest.
- Q: But that was a competition of long standing, wasn't it?
- A: Yes, that keeps one up to date if it is done within limits and with the proper means....
- Q: But neither of these conditions apply to Auschwitz. I have heard this from quite a number of your people.
- Was BUEFISCH present when the construction was being planned?
- A: Hardly ever. He was perhaps.... the Defense has asked me for that. I have written it down in an affidavit, exactly as it was.
- Q: You have written it down?
- A: Yes, that which I considered to be absolutely true. He was in Auschwitz perhaps two or three times in one year and took part in perhaps one or two planning sessions.
- Q: But BUEFISCH is always in Gleiwitz.
- A: Did you say always? It was his ambition to buy coal there - if I remember rightly, before Auschwitz was in working order.
- Q: Who is in the Aufsichtsrat of the Puertengrube GmbH?
- A: BUEFISCH temporarily, and then someone whose name I don't remember.
- Q: Von KIERSTEN?
- A: No. From I.G. it was also Director GOLDBERG from Ludwigshafen.
- Q: And then AMEROS?
- A: Yes, and then also a director from the Deutsche Bank. And there were probably another two gentlemen.
- Q: From I.G. it was AMEROS, GOLDBERG, BUEFISCH?
- A: Yes.
- Q: I.G.'s participation in the Puertengrube was 50 %?
- A: Yes.
- Q: And from the PLESS group there was DUELLBERG?
- A: And then there was also FALKENHAHN there, the managing director.
- Q: In practice it was BUEFISCH who was responsible?
- A: I wouldn't say that.
- Q: Where is GOLDBERG now?
- A: In Ludwigshafen.
- Q: Where is FALKENHAHN?
- A: That I don't know.
- Q: Do you know these gentlemen?
- A: I know FALKENHAHN and DUELLBERG very well because I was in charge of the department for coal in the Auschwitz scheme.

~~CONFIDENTIAL~~~~CONFIDENTIAL~~
~~CONFIDENTIAL~~
~~CONFIDENTIAL~~

(page 8 of original cont'd)

Q: What was that like?

A: I had to draw up plans how much coal we would need and to arrange the dates with the Fuerstengrube so that we should have it in time.

Q: I am not interested in technical questions. I am interested in practical questions. Questions of detainee labor. We have spoken about it before. You don't know very much. What did DIERFELD have to do with Fuerstengrube GmbH?

(page 9 of original)

A: DIERFELD - - - He did look after the construction and engineering end of this.

Q: The whole Fuerstengrube G.m.b.H.?

A: He assisted. The fellows probably did not have the experience which I.G. had. They soon noticed that, over there in Auschwitz, tremendous means, tremendous assistance were given by Berlin, and that DIERFELD was a very able person. So they approached DIERFELD. They said, "I need some gravel and wood". In his impulsive way DIERFELD helped.

Q: DIERFELD was only the representative of I.G. when detainees were to be employed instead of British prisoners of war?

A: I told you already that, later on, DIERFELD received a special commission - I would assume from GEILENBERG - to assist a number of Upper Silesian enterprises.

Q: Because of his ambitions, he accepted everything? What else did he do?

A: Yes, in Kattowitz he was member of some Chamber, I believe, the Gen Chamber of Economy as specialist for the chemical industry.

Q: Did BUNTEFISCH take up a positive or a negative attitude towards detainees during conferences?

A: He seldom voiced an opinion. It was difficult to get him to say anything.

Q: BUNTEFISCH must have taken some sort of action if it was intended to employ detainees at the Fuerstengrube?

A: - -

Q: He must have been informed when they intended to employ detainees.

A: At some time or other, yes.

Q: Were there any consultations on the Fuerstengrube?

A: There were only so-called coal discussions.

Q: They were held from an engineering point of view?

A: Yes. FALKENHAHN was present, his collaborator. DUELLHARD who did not appear until the beginning of 1942, and his mining and engineering collaborators whose names I no longer remember.

Q: Did they discuss technical questions only, or also social questions?

A: Later on, when FALKENHAHN noticed he could get some assistance, they also discussed questions of reconstruction and labor. However, not in such a way that details were discussed regarding Auschwitz, but he said, "I cannot do that because I do not have the people for it".

Q: What did DIERFELD say? "I will supply you with detainees, we are getting some?"

A: FALKENHAHN found out that he was to get some detainees.

Q: Who was keeping the records?

A: I myself made out a number of these reports. All those who participated got a copy.

(page 9 of original cont'd)

- Q: BUREFISCH and AMEROS?
- A: Including BUREFISCH and AMEROS.
- Q: You have some copies?
- A: I no longer have any. However, I will look and see whether by any chance I still have some. In that case I shall send them to you at once.
- Q: Who else received the reports - TRAF?
- A: I do not know. I do not think so.
- Q: Did the assistance given by Auschwitz have a very noticeable practical effect?
- A: It was more in connection with building operations that Auschwitz gave assistance to the Fucratengrube, resp. PLESS. Negotiations took place between DIERFELD or FAUST and people on the spot, no records were kept of these. Then there was only some correspondence. BUREFISCH made a lot of arrangements with WALKENHAHN personally.
- Q: What was your attitude to the fact that the I.G. bought the clothes of gassed detainees? In large quantities.
- A: To this I have two things to say: First of all, I did not realize that there were large quantities of clothes.
- Q: Immense quantities.
- A: Yes. Furthermore, I had absolutely no idea or knowledge that they were clothes of gassed people.
- Q: What did you know about the purchase of these clothes? Who negotiated the sale?
- A: I know next to nothing about that. But SAWELSBERG and ROSSBACH ought to know.
- Q: I know, I know. What is your attitude?
- A: I included it under the vile system of concentration camps. Hence I thought to myself, here comes a man with a perfectly good suit; he has to take it off and put on this awful, striped suit.

(page 10 of original)

- Q: It is inadmissible to confiscate clothes?
- A: Yes, that was in the big concentration camp.
- Q: Furthermore it is inadmissible to sell these clothes?
- A: I have just said that. That was all included in this system?
- Q: In which form was payment made for these clothes?
- A: I don't know.
- Q: Was wine supplied for it?
- A: That would surprise me.
- Q: Very strange?
- A: Very strange - a matter, with which one would have to put up.
- Q: Didn't the quantity strike you?
- A: There were no doubt thousands of garments.
- Q: Didn't you wonder how many must be killed?
- A: With the knowledge on the matter at that time we have to say: how many must be arrested.
- Q: Did nobody tell you, that these clothes were soiled with blood?
- A: No, nobody told me about it.
- Q: You can see how evil the SS-system was, by the fact that not even your closest neighbors continued to inform you. Even that seemed to be dangerous to the people.
- Q: Did you yourself sell any clothes?
- A: No, of course not.
- Q: Did other directors make any purchases. There were also fur-coats?
- A: That is, I have to correct myself: I had a Russian woman, who helped me wife; I think that I got something for her at Rosebach. I think that I also paid for it.
- Q: Did you know that fur coats were available?
- A: No.
- Q: You did not buy one for your wife?
- A: Herr von Halle, it is monstrous, that I should have bought something for my wife or myself.
- Q: The I.G. are monstrous, they did that on a large scale. If the stuff is here, you can buy it. Influence was also used to obtain the best fur coats.
- A: Herr von Halle -
- Q: This is all for today, thank you.

CERTIFICATE

I declare herewith, that the above record is a true reproduction of the interrogation of Dr. Karl Braus, conducted by Mr. von Halle on 22 August 1947 in Muenberg.

(signature):

Ingeborg Maroff

CERTIFICATE OF TRANSLATION

15 March 1948

I, Annette Jacobschke No. 20146, hereby certify that I am a duly appointed translator for the German and English languages and that the above is a true and correct translation of document No. NI - 14725 the original of which is in the German language.

Annette Jacobschke
No. 20146

100-100000-100000
AFFIDAVIT

Exh # 4049

1. Benvenuto von Halle, Chief Interrogator for the Farber Trial Team, U. S. War Department Civilian, AGO D L32532, Nurnberg, Germany, after having been warned that I will be liable to punishment for making false statements, herewith state under oath of my own free will and without coercion, the following:

1. On 19, 20, 21 and 22 August 1947 I conducted interrogations of Dr. Karl Braus, Chief Engineer of the Leuna part of I.G. Auschwitz. Except for intermittent exploratory discussions of a general nature, all questions put to the witness and all the answers of the witness were taken down verbatim in shorthand by Miss Ingeborg Moroff, German court reporter attached to the Evidence Division of the Office of Chief of Counsel for War Crimes.

2. The atmosphere throughout the interrogation was cordial, and in some of the off-the-record talks, was even friendly and intimate.

3. An illustration of the nature of the relationship between myself and the witness may be found in the fact that when the witness was finished with all of his interrogations, he approached me on a purely personal matter. He stated that having spoken with him at length for a period of several days, I had an opportunity of judging the kind of person he was, and asked whether I would assist him with the Denazification authorities by giving him a letter of recommendation. I answered that a person who held the position he had at I. G. Auschwitz could hardly be considered free of taint in view of what occurred there. However, I told him that I could not, in any event, say more than that he testified before me on matters relating to Auschwitz. Thereafter, on 10 September 1947 I received a letter from the Denazification authorities concerning the witness which I answered on 9 October, both letters of which are annexed hereto and made a part hereof.

4. On the basis of the interrogation, it was quite clear that the witness was interested solely in defending himself and his colleagues. It was only with great reluctance that he admitted that I. G. Auschwitz differed in any respect from a normal construction site.

5. In view of the attitude and position of the witness, I merely incorporated the admissions he had made during the course of the interrogations in an affidavit which I submitted to him to read and sign. After having read through the proposed affidavit that I submitted to him, he stated that there was a number of changes he wanted to make. In some cases he disputed the accuracy of the language I had used and suggested other language. His changes were made in his own handwriting and initialed by him. It took Dr. Braus approximately one and one-half hours just to go through the eight pages of the affidavit and to make the changes he desired to make, some of which consisted of crossing out whole lines, whole sentences, and whole thoughts. There was a total of twenty-two handwritten changes. After he made the corrections, initialed the corrections, initialed each page and signed the last page, he was completely satisfied as to the accuracy of the affidavit he had given.

6. During the course of the talks, I requested certain documents from Dr. Braus which he mentioned he might have in his possession at home. Thereafter on 28 August, four days after the affidavit was signed, the witness Braus sent me the documents requested with a covering letter which is attached hereto and made a part hereof. Thereafter on 6 February the witness Braus was interrogated on an entirely different matter, i.e., methanol, and on 7 February 1948 he made an additional affidavit based on that interrogation.

7. On none of the foregoing occasions did the witness Braus indicate in any way that he had felt under pressure during the interrogations or at the time when he signed the affidavit (MI-10,929) or that he desired to make any further changes in the affidavit.

I have carefully read each of the two pages of this affidavit, have made the necessary corrections in my own handwriting and initialed them, and declare herewith under oath that in this affidavit I have told the pure truth according to the best of my knowledge and belief.

(Signed) - - - Benvenuto von Halle - - -
Benvenuto von Halle
U.S. Civilian AGO D 432532

Sworn to and signed before me this 18th day of March 1948 at Nurnberg,
Germany, by Benvenuto von Halle, known to me to be the person making the
above affidavit.

(Signed) Morris Anshen

Morris Anshen
U.S. Civilian, AGO # 229699
Office of Chief of Counsel
for War Crimes
U.S. War Department

C E R T I F I C A T E

I, BENVENUTO VON HALLE, AGO No. 432532, hereby certify that the
above is a true and correct copy of document no. NI-14726, the original
of which is in the English language.

BENVENUTO VON HALLE
AGO No. 432532

(Translator's note: This is a
translation. The original is
in the German language.)

Dr. Karl Bruns

(14a) Bollbrunn, 28 Aug 1947
Friedhofstr. 60

Handwritten: rec. 4 Sept 1947

To
Mr. Benvenuto von Halle
Evidence Division
Palace of Justice Nuernberg
H u e r n b e r g
Room 304

Dear Mr. von Halle,

In compliance with your request I have looked through my files for
the documents for which you are looking. I have found confirmation
that only

26 construction meetings

took place altogether. This is proved beyond doubt by the enclosed
copy of a circular letter from Dr. Otto MEHRES of 28 Apr 1944.

Unfortunately I have only found two copies of minutes of construction
meetings at the Fuerstl. Pless'schen Bergwerksges. in Lettowitz.
I am sending you these minutes of the construction meeting of the 24
July and 17 Oct 1941 as well.

I hope to have been of some service to you in this way and send
greetings to you.

Respectfully

(Signature) Dr. Karl Bruns

Enclosures.

(Translator's note: This is a translation. The original is in the German language).

Denazification Board Hailbronn
The Public Prosecutor

(14a) Hailbronn, den 10 Sept 1947
(handwritten): Lorchenstr. 79

To
Mr. Benvenuto von Halle
Palace of Justice
H A G E R S T A D T
Evidence Division
Interrogation Branch
Room 204

(handwritten note in English):
recd 19 Sept 47
answ: 9 Oct 47
2 35 47

Re: Denazification Board Proceedings against Dr. Karl BRAUS, chemist,
born 20 April 1902 in Mannheim, at present living in Gaetlingen,
Kreis Hailbronn, Kaiserstr. 148.
As. 25/97/134 Str./Sdz.

In the denazification proceedings against the person named above it was stated that Dr. Braus has been interrogated as a witness of the Prosecution in the IG Farben Trial in Nurnberg from 18 to 23 Aug this year.

Since you as the interrogator must be well acquainted with the economic position and particularly with the political attitude of the above person during the Third Reich on the basis of documents available in Nurnberg, the Public Prosecutor of the Denazification Board Hailbronn requests above a written opinion (quoting above Ref. file No.)

In accordance with the supplement to Law 104 Dr. Braus belongs to the group of incriminated persons, as he was a party member from 1932-1945 and because of his position as technical director of IG Farben subsidiary plant at Auschwitz.

It should particularly be determined what influence he had on the management and operations as a whole of the IG Farben plants and to what extent his position was only due to the membership in the NSDAP.

I would appreciate it if a detailed report and appropriate directions could be made available as soon as possible.

(Signature): Struckmann
(Struckmann)

(Stamp):
Denazification Board
The Public Prosecutor
Hailbronn

(Translator's note: This is a translation. The original is in the German language.)

To
Denazification Board Heilbronn
The Public Prosecutor
Heilbronn
Lerchenstr. 79

Heilbronn, 9 October 1947.

Re: Denazification Board Proceedings against Dr. Karl BRAUN, Chemist,
Stuttgart, district Heilbronn, Kaiserstr. 148, File No. 25/97/
324 Str. Your letter of 10 Sept 1947.

In answer to your letter as above I wish to inform you that it is true that Dr. BRAUN was a witness for the Prosecution at the American Military Tribunal in Heilbronn and was interrogated for a number of days as such, but the statements he made under oath referred solely to technical questions on administration and to organizational questions in connection with IG Farbenwerke, as well as to general information about conditions existing in that plant.

I am sorry not to be in a position to help you with further information.

FRIEDRICH VON HALLER

CERTIFICATE OF TRANSLATION

I, DOROTHEA L. GALEWSKI, ETO #34079, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document No. NI-14726.

DOROTHEA L. GALEWSKI,
ETO #34079.

E N D

Case 6
up Just 1 E

OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES
N-14727

Vol. # 4050

AFFIDAVIT

I, Ingeborg Moroff, residing at 24 Klosterstrasse, Forchheim, Germany, court reporter attached to the Evidence Division of the Office of Chief of Counsel for War Crimes, after having been warned that I will be liable to punishment for making false statements, herewith state under oath of my own free will and without coercion, the following:

1. The interrogations of Dr. Karl Brauns conducted by Mr. Benvenuto von Halle on 19, 20, 21 and 22 August 1947 were recorded by me in shorthand. I made a complete and faithful record of each question asked by Mr. von Halle and of each answer given by Dr. Brauns.

2. The interrogations were conducted in a friendly atmosphere.

I have carefully read this affidavit of one page, have made the necessary corrections in my own handwriting and initialed them, and declare herewith under oath that in this affidavit I have told the pure truth according to the best of my knowledge and belief.

(Signed) Ingeborg Moroff
Ingeborg Moroff

Sworn to and signed before me this 18th day of March 1948 at Nurnberg, Germany, by Ingeborg Moroff, known to me to be the person making the above affidavit.

(Signed) Morris Amshun
Morris Amshun
U.S. War Department Civilian
ADO D 229649
Office of Chief of Counsel
for War Crimes

Certification

I, Paul H. BLUMI, ETO No. 20060, hereby certify that the above is a true and correct copy of document no. NI-14727, the original of which is in the German language.

Paul H. BLUMI
ETO No. 20060

- 1 -
R H D

Case 6
sub 20

AFFIDAVIT (NI-10,929)

DR. KARL BRAUS

NI-15121
Translation
INTERROGATION

#1

EXH #2051

Par. 1. Purely preliminary.

Par. 2. I was kept informed about everything that happened on the Auschwitz building site through the so-called building conferences. On these occasions, the problem of inmates' assignments always came up for discussion.

NI-14,721, page 2 of original

Q. When did you come to Auschwitz the first time?

A. I believe in April 1941. Certainly after the opening meeting, I was not there, but I read the minutes.

Q. Did you receive all the minutes of the construction conferences?

A. Yes. But always through Herrn von Staden.

NI-14,721, page 3 of original

Q. You were kept posted about the happenings in Auschwitz through the construction conferences?

A. Yes. A construction conference cannot inform you about everything; it depends upon the time.

Q. Through the construction conferences you were completely informed on the employment of inmates?

A. There are very many technical questions. The question concentration camp inmates was only a fraction of the construction conferences, perhaps one-tenth.

Par. 3. These so-called fitting conferences were held under the chairmanship of Walther DUEHRFELD in the presence of all departmental chiefs, i.e., manufacturing -, social-, commercial-departments, etc. In this framework practically all questions were being ventilated, e.g., of course, especially those concerning inmate assignments. For instance: Foreman X reports that inmates' foreman Y or some SS-man has beaten the prisoners. Walther DUEHRFELD then expressed his opinion. At these meetings he always took a firm stand to abolish any such abuses, he listened to everything and

NI-14,725, page 1 of original

Q. Who were the members of that board?

A. All department chiefs: production, social welfare department, commercial department.....

Q. Was ROSSBACH ever a member?

A. Yes, DUEHRFELD called the department chiefs, also the chiefs of other organizations, the chief of the training workshops, Herr SCHUESTER, etc. to the meetings.

Q. Were minutes taken?

A. No, these discussions were not minuted.

Q. For example, was the employment of the inmates ever discussed?

A. It was, among other things.

Q. To what length?

A. Small details were not discussed, only the general outlines.

Q. What was the procedure?

A. It was a matter of paper slips. DUEHRFELD had very many slips containing notes of things he had thought of.

AFFIDAVIT (NI-10,929)

brought up many incidents for discussion himself.

Par. 4. The expropriation of the entire Auschwitz area was, as far as I know, effected by some Reich Office, the so-called Reich Trustee Office "East", and the I.G. had acquired the site including all farms, houses with all fittings, cattle, etc., from the Trustee Office "East". Posters had been erected on this site implying the following: This property, i.e., houses, cattle, pasture and every other kind of asset, belongs to the I.G. Farbenindustrie A.G. These posters were taken down later on.

Par. 5. At the beginning (1941) Otto AMEROS was in charge of the I.G. Auschwitz plant and was managing director in this capacity. During the time from 1942 to 1943 it practically came to this that Walther DIERPFELD functioned as managing director of the local Auschwitz IG plant under Otto AMEROS.

INTERROGATION

#2

Q. Could you illustrate that?

A. One note for instance ran: Foreman so-and-so reports that the Kapos or SS guard struck an inmate. DIERPFELD's comment was mostly "I immediately filed such or such a protest". So noted the incidents.

Q. Did everybody usually know exactly under what conditions the inmates worked, when labor allocation questions were under discussion?

A. Irregularities and abnormalities were discussed.

NI-14,723, page 2 of original

Q. Was the dispossession of the population in Auschwitz carried out by the IG or by the Reich authorities?

A. Absolutely by the Reich authorities.

Q. How do you know this so "absolutely"?

A. Because I remember there was some trusteeship office ---

Q. Name it.

A. Yes, that is right, East, and everything passed through this office.

Q. The I.G. of course did not want to have anything to do with that?

A. The I.G. wanted to have nothing to do with that.

Q. How do you know that anything or everything there belonged to the I.G.? What did you see?

A. These posters had been put up with the usual verse "This property, houses and cattle and land, belongs to the I.G. Farbenindustrie". Later on this was removed.

NI-14,721, pages 1 & 2 of original

Q. Who was works manager in the I.G. Auschwitz?

A. For a while this was Dr. Labros.

Q. And Dr. Labros was at that time also the local works manager?

A. Well, yes.... he was that too, but it gradually developed that Dr. Dierpfeld got that job.

Q. Dr. Labros was Plant Chief (Betriebsführer) in Auschwitz?

A. That was AMEROS at first, then it was undoubtedly DIERPFELD.

Q. When was DIERPFELD officially appointed Plant Chief (Betriebsführer)?

A. That did certainly not happen like that; it developed gradually.

Q. Was there any doubt in 1942/43 in Auschwitz who was plant chief?

A. No, it was DIERPFELD.

(Par. 5)

Par. 5. In Germany reigned, under the influence of national-socialism, the so-called principle of leadership (Fuehrerprinzip), i.e. that in the economic sector also individual persons, usually the so-called managing directors (Betriebsfuehrer), had the power of authority over the various enterprises. In these building-, works- or "Monday"-conferences the responsible head-clerks were heard in respect to their sphere of work, but the final decisions came from the managing director. Under this system - especially emphasized by Walther DUEFFELD's strong personality - Kurt FISCHER and I, the other two members of the board of directors of I.G. Auschwitz, had but little decisive authority.

In many cases Walther DUEFFELD issued regulations and announcements himself, i.e., without discussing them beforehand. For instance, I know nothing about the ZBV-Kolonne (gang for special assignment) before it had been formed, which was done by Walther DUEFFELD alone without consulting the other directors. Walther DUEFFELD also put up posters concerning internal affairs of the

NY-14,725, page 1 of original

Q. The wastefactory manager of I.G. Auschwitz?

A. First LEBROS and later DUEFFELD.

Q. You say first LEBROS and then later DUEFFELD were Betriebsfuehrer?

A. Yes.

NY-14,725, pages 1 & 2 of original

Q. A great number of decrees, orders and ordinances were issued by the factory management. Would you describe to me the way a public notification had to go before it could be published with the signature "IG Farben Factory Management", and how this was in keeping with the Fuehrer principle?

A. In Germany, as we know, the so-called Fuehrer principle was widely in force under the influence of National Socialism. Any orders which were issued or decrees which were formulated, were as a rule issued by the factory manager after consultation with a board, though he issued them in a Fuehrer capacity.

Q. Did DUEFFELD always discuss everything with the others?

A. It was very often the case that these things were issued without anybody being consulted.

Q. What theoretical and practical chances did you, as a member of the factory management, have to raise objections?

A. The best opportunity for me to express my doubts, or to object, was in the so-called Monday (monthly) conference.

Q. What is your procedure in such a case? Would you raise a protest in questions of the formation of a special task detachment? That must have been discussed.

A. Special task detachment..... If I remember rightly it was not even discussed beforehand.

Q. DUEFFELD is in a position to do a thing like this without conferring with the other two factory managers?

A. You have the wrong opinion of my actual scope in the factory management.

Q. You belonged to the directorate.

A. Yes, but it was stated clearly that I was neither acting nor deputy Betriebsfuehrer.

Q. Theoretically, could you and your co-directors protest against measures taken by the factory management in theory?

A. That I did, too.

Q. You can do that theoretically, and often you actually did it?

(Par. 6) business in his own name even when the matter belonged to some other sphere of work. I remember, for example, that at one time about 50 Russians had died of methanol poisoning, after they had got hold of some methanol, thinking it was drinking alcohol. In order to avoid similar accidents, I had drafted a severe warning which I was going to publish myself, i.e. from the manufacturing side, signed "Manufacturing Synthesis". I was greatly surprised when one day I found these posters hanging everywhere signed: "The Managing Director, DUESSELDORF."

A. Yes.
Q. It is possible that the special task detachment is formed without the directorate being consulted in the matter?
A. Yes.

NI-14,725, page 3 of original

Q. Did you hear about the special task detachment?
A. For the moment I don't remember. Let me think what it was..... a detachment of people who were to be brought to their senses by heavy work.

NI-14,726, page 4 of original

Q. There were always persons who drank it as alcohol?

A. Yes.
Q. How many?
A. On the whole perhaps 50 persons, but not at once but in different groups. Many evenings I have picked my brains, have sent for the painter who made the propaganda pictures and ordered him to print pictures prohibiting it.
Q. How could the Russians get to it?
A. They stole it. They were people who worked there who had things to do there.
Q. Who else worked there except Russians?
A. The Russians worked as construction workers and they succeeded in stealing the methanol which they took for alcohol.

NI-14,726, page 5 of original

Q. There existed a notice according to which inmates were not allowed to enter the surface air raid shelters; was it signed "The Works Management" or "DUESSELDORF"?
A. I remember that not only notices which could be published with the signature "Works Management" and which concerned only the production, were signed by the plant leader, that is DUESSELDORF.
Q. Think of examples, practical examples.
A. Yes, yesterday I spoke of the poor chaps who drank Methanol. I thereupon wrote a warning of some length and wanted to publish it with the heading "Synthetic Production."
Q. That is, on your own responsibility?
A. Yes, "Synthetic Production Dr. Bruns", and was very surprised that, when I

(Par. 6)

came out, the thing had already been posted in the plant and signed "The Plant Leader, DUERFELD". I had thought that if it were issued by the Production, then it would sooner be believed.

Par. 7. Walther DUERFELD and I held fundamentally opposite views regarding all questions concerning the Party or the SS. I have always opposed on principle the SS's leading itself for the principle of inmates' assignments. I still recollect quite well that Max FAUST, some time after the first inmates' assignments, often indicated to Walther DUERFELD that he was against them. He always tried to make DUERFELD change his standpoint, but without success.

NI-14,721, pages 1 & 4 of original

Q. Later you had disagreements with DUERFELD?

A. Disagreements - how do you mean that?

Q. Disagreements on fundamentals with him.

A. He did perhaps not always agree in political matters.

Q. Were you present at any directors meetings or any other conversations at which, for instance, DUERFELD always insisted on more and more inmates having to be made available?

A. Yes. But the question was not put correctly for my answer. DUERFELD, as a matter of course, has always insisted on more labor, that was his element, he had too little labor. In one breath he would name Poles, Slovaks, Germans, Serbs, Frenchmen, inmates, as labor which he was to get.

Q. You would thus say that DUERFELD was prepared - quite voluntarily - in the interest of his idea, with which he identified himself absolutely, to work with inmates?

A. He certainly did not like the idea.

Q. Was he prepared for the sake of the plant to compromise?

A. I do not think him capable of having done something inhuman in order to build up his plant.

Q. What have you seen as a fact - don't tell of what you think him capable. Did he want inmates or not?

A. He wanted more labor and in this connection he will not have objected to inmates either.

Q. Was that the case of all higher I.G. officials that they did not object to inmates?

A. I have not met those gentlemen often enough to be able to answer this question.

Q. Were there discussions in Auschwitz to the effect that one did not want to work together with inmates, for instance Faust?

A. He only did it later. In the first years I only witnessed it from a distance. Later on Faust said it very often, perhaps from 1943 onward.

together with inmates, for instance Faust.

A. He only did it later. In the first years I only witnessed it from a distance.

(Par. 7)

NI-14,725, pages 3 & 5 of original

Q. Cite cases involving the SS.

A. In any closer contact which the IG - represented by anybody - establish - or had to establish - with the SS or with the Party, I maintained an attitude of rejection.

Q. Give me practical examples.

A. It must have been the difference of ideas.

Q. Give me examples.

A. You can say that every decision made or planned with regard to prisoners may have met with opposition from me.

Q. Because you refused in principle to cooperate in employing prisoners?

A. Yes. I did not think about it any more.

Q. All right. In which other respects did you have controversies with DIETRICH apart from that concerning the evacuation, about which we have talked?

A. Yes, I have always contradicted when the topic "Party" was raised.

Q. Did you constantly raise objection to the employment of inmates?

A. I have stated repeatedly that all this was unpleasant to me.

(Par. 7) Otto LEBER, who was also greatly concerned with the quick setting up of IG Auschwitz, supported Walther DIETRICH. In several building conferences when DIETRICH pressed for a higher labor - or inmates' assignment he supported him saying: "We will do this as DIETRICH suggests."

NI-14,725, page 6 of original

Q. What were the arguments between FLIST and DIETRICH about the employment of inmates?

A. I can remember that - after he had worked with inmates for some time - he objected more and more to the employment of inmates. FLIST had probably figured out that these people were only 50% or

Q. Between 40% and 50% ...

A. ... efficient as compared to normal efficiency. One cannot expect them to be more efficient. Neither can one expect from the human point of view that

(Par. 7)

INTERROGATION

#7

the output should be greater; viewed from the point of efficiency, they are not the right laborers. We want 100% efficient manpower.

- Q. I only correct you because I have talked with FAUST. I have not heard him mentioning any human aspects but only practical considerations. I am sure that he did not worry too much. What did Duerrfeld always reply to that?
- A. "We will straighten that out all right. They get more food; we look after them well. There is no manpower available. We have to get on as quickly as possible; we cannot afford to have breakdowns; we must see how we can manage best."
- Q. Was AMEROS also informed about that? At building sessions?
- A. It happened that such discussions occurred at building sessions.
- Q. Did AMEROS attend every building session?
- A. I think so, with one exception.
- Q. What was AMEROS' attitude towards DIERSFELD?
- A. AMEROS valued DIERSFELD's abilities more and more as the erection of Auschwitz went on. DIERSFELD was very painstaking. He was - if I may put it that way - stereotyped.

(Par. 7) Otto AMEROS highly appreciated the technical qualifications of Walther DIERSFELD and nearly always consented to his directives. Although in many cases, DIERSFELD probably took the decision and the responsibility upon himself, he always made sure of Otto AMEROS' consent either before or after his decision.

NI-14,725, pages 1 & 2 of original

- Q. Did DIERSFELD act on his own initiative or did he go to AMEROS for cover?
- A. No doubt he got much covering from AMEROS.
- Q. Afterwards?
- A. Both, beforehand and afterwards. It was like this: Whenever a question or problem was beyond a person's competence, that person would find another to cover himself.

(Par. 7) Considering AMEROS' mentality as a man and a Christian, I was always astonished he cooperated so much with the SS (HIMMLER, POHL) and that, in my view, he also negotiated about further inmates' assignments.

NI-14,725, page 7 of original

- Q. What was AMEROS' practical attitude like? Was he abrupt towards FAUST or not?
- A. No, Herr von ELLIE. AMEROS is always exceedingly conciliatory. I do not know whether you know him?
- Q. I have been cross-examining him continuously. He is a man of great charm. What was his attitude towards DIERSFELD?
- A. He said: "We shall do it as DIERSFELD says".

(Par. 7)

NI-14,725, page 7 of original

Q. What was IMMEROS' attitude towards the labor allocation of inmates of concentration camps?

A. IMMEROS viewed the labor allocation of inmates as I have repeatedly described; one made the best of the situation.

Q. IMMEROS is himself responsible for the situation. He always negotiates with POHL, with HIMMLER, with these SS-people.

A. Yes --

Q. What is your opinion?

A. Yes, that always surprised me.

Q. What?

A. Well, that he dealt with these people, POHL and HIMMLER.

Q. Why did it surprise you?

A. Well, because it must have been difficult.

Q. Why?

A. Because as a man, as a character, I held him in high esteem. He was a convinced Catholic such as I am, too. This was not only said of him, but I myself repeatedly got proof of this. For instance, at the village of Monowitz the church was pulled down; one to be pulled down. Someone said: "Here we are pulling down the church". I was closest to IMMEROS.

Par. 8. I gained my first impression of inmates' assignments on the IG building sites in 1941/1942 at my occasional visits. That inmates were working there I knew already from our so-called building conferences.

The prisoners, to some extent, looked emaciated and undernourished. Their heads were clean shaven and they wore garbs with blue and white stripes, and in winter they wore overcoats of the same material over these. They were, no doubt, insufficiently clothed, and in my opinion must have felt cold. I was deeply moved by this sight.

NI-14,721, pages 3 & 4 of original

Q. Then, to your recollection, were you, for the first time, actually aware that inmates were used on the IG construction site?

A. This was certainly at the beginning of 1943, if not already before that, let's say 1941/1942. It was a very cold winter.

Q. Do you recall the picture when you saw the inmates for the first time? Will you describe it to me?

A. It was a crowd of webbed, unfortunate human beings, one with whom one could only have pity.

Q. Will you please describe one person.

A. The people were partly emaciated, their heads were shorn and they were partly badly and insufficiently dressed for the cold. As long as I saw them they wore blue striped inmates' garb. In winter they always had overcoats of the same material.

Q. Were the inmates freezing?

A. In my opinion, they were freezing.

-8-

felt cold. I was deeply moved by this sight.

overcoats of the same material.

Q. Were the inmates freezing?

(Par. 8) In Auschwitz I heard that, especially at the beginning, inmates working on the IG building site were shot by the SS-guards while attempting to escape. I also heard that prisoners on the IG building sites were maltreated by the SS-men and Kapos. I heard the same of the Monowitz camp, but not as often.

(Par. 8) But everywhere on the building site at Auschwitz the IG exerted its influence on their staff and especially on the SS toward inducing them to treat the inmates humanely and to refrain from beating them. I often watched the inmates setting out on their way from the IG plant in Auschwitz, and I noticed several times that some inmates were unfit to walk and were pulled along by their comrades.

Par. 9. At the beginning (since spring 1941) the inmates marched, every day, from the Auschwitz concentration camp to the IG building sites and back, a total of about 10 km per day. The IG considered this a nuisance and as soon as feasible they stopped this daily foot-march. Towards the end of 1941, the inmates were taken to and from the IG sites by train.

Q. Were they insufficiently fed?

A. In my opinion, they were in part insufficiently fed.

NI-14,721, pages 6 & 7 of original

Q. Is it a fact that in the beginning inmates were shot to death on the Farben building site?

A. Yes. I heard several times that inmates were shot by the SS sentries while trying to escape.

Q. You have not heard that the inmates were beaten at Monowitz?

A. I have heard of it as crosses. But not that it was the rule of conduct. Occasionally one heard that a "master", a foreman as he is called here, had beaten a poor inmate. That has certainly been severely punished. I have also heard that Folke were beaten by Sauersteig and Pillich.

NI-14,721, page 7 of original

Q. Did you see the inmates march back into that camp in the evening?

A. Comparatively seldom, that is to say, march into their camp very, very rarely. Out of I.G., on the other hand, nearly every day.

Q. Did you see people who were carried by their comrades or were dragged along?

A. I have seen some people being dragged along.

NI-14,723, page 1 of original

Q. How did the first prisoners get to Auschwitz?

A. Afoot.

Q. How far was it?

A. Well -- they marched at the beginning; that was by way of the Sola - I presume, on the shortest route, approximately 4 km.

Q. It was a bit more. It was all together 10-12 km a day. Was that not very much? And then the prisoners had still to work 8 hours at the IG construction site. Did you see that?

A. No, never. I only heard that it was a bad thing that the prisoners had to march.

(Par. 9)

Q. What does it mean "had to"? Why couldn't you arrange for means of transportation?

A. Well, they were provided in the shortest time possible.

Q. After 9 months. Then they were transported in open cars in winter.

(Par. 9) Afterwards the IG decided in the interests of the inmates and with a view to increasing their output to accommodate them in a special camp (originally civilian camp No. 6, later called Monowitz).

The Monowitz camp was built upon Walter DIEBOLD's suggestion after the matter had been discussed at the technical committee, especially with Otto AMBROS and Heinrich WETTERFISCH and agreed upon by them. Monowitz differed from the German and foreign laborers camp of IG Auschwitz in the number of the inmates.

NI-14,713, page 5 of original

Q. The concentration camp Monowitz. Why was it built?

A. It was built - there is no doubt about it - to put the people where the SS would not have access to them, to shorten the distance back and forth to work, to grant the people additional food.

Q. Food was not mentioned in the beginning. The SS continued to feed them. The change in feeding came only after the typhus epidemic.

A. Herr von HALLER, this is absolutely so. That is the way I remember it. You can kill me. It was so.

Q. There were no reasons to raise the work performance?

A. That also came up, but in our mentality, in our considerations played

Q. By that do you mean yours or DIEBOLD's?

A. By that I would like for you to understand the responsible opinion of the IG.

NI-14,714, page 1 of original

Q. To sum it up: According to your own opinion, the concentration camp inmates at the IG Auschwitz were housed, fed and treated just like any other workers whom you had employed at Farben's?

A. Housing conditions were a little more crowded.

Q. How much more?

A. I estimate it to have been about 50% more.

Q. It was more than a 100%. How then - were they really housed like any other workers or were they given a different treatment in regard to housing?

A. The treatment in regard to housing was different; that is, not the same. It was the same in regard to heating. As to the food it was also much better than in the concentration camp.

Q. How bad was it in the concentration camp?

A. That is outside my knowledge.

Q. How can you make comparisons if this is outside your knowledge?

A. Because the inmates made a bad, under-nourished impression.

(Par. 9) The IG energetically refused the SS demand for the erection of a crematorium at Monowitz. I was aware from the building conferences - Max FAUST and also Walter DIERRFELD have reportedly reported about it - that the prisoners wanted to remain in the Monowitz camp under any circumstances because they had an indescribable fear of returning to the Auschwitz concentration camp. I remember quite well that it was said that prisoners with a temperature of about 102 did not report sick for fear of being sent back to the Auschwitz concentration camp.

NI-14,724, page 3 of original

Q. Did the I.G. also refuse to build a crematorium?

A. In no uncertain terms.

Q. Why?

A. Because the I.G. did not want to identify itself with the death and burial of inmates.

NI-14,722, page 1 of original

A. You have most probably been told - I think to have heard that it has been told to you - that the prisoners assigned to Lager 4 were terribly afraid to be returned to the concentration camp. That sick people did not even report themselves sick - only in order to remain with the IG.

Q. How do you know?

A. This was officially told at the construction conferences. I can visualize Max FAUST and DIERRFELD as they told us that. That sick people do not report with 39° fever for instance, remain in the infirmary of Lager 4, only in order to be able to remain in Lager 4 and not to have to return to concentration camp proper. This is a proof of the fact that the conditions in Lager 4 were better.

Q. I agree with you in the fact that the prisoner did not want to return to the concentration camp Auschwitz. But what was the reason why these people did not want to go back?

A. Because they would have been ill-treated in the big camp and because they, as one knows today, would have come into the clutches of the SS jailors.

Q. That happened in Monowitz too. That is meant by "the way back to Auschwitz"?

A. You expect me to answer "destruction".

Q. Today you know that?

A. Today I know that.

Q. The statement that the people did not want to go back to Auschwitz is no proof for the fact that they were better off in Monowitz but only for the fact that they did not want to be executed.

Par. 10. In 1943/1944 I heard rumours to the effect that more than 100,000 people were living in Auschwitz concentration camp. I know that prisoners there had been burned in crematoria.

NI-14,721, page 5 of original

- A. It was not known to me and probably to most of all the were at Auschwitz that so many people were burnt.
- Q. Do you know how many people were at Auschwitz concentration camp?
- A. I have heard faint rumors that there were over 100,000 people in the concentration camp.
- Q. An SS man told it to you and Weidobrock together; the number of 80,000 men was mentioned then.
- A. Not to my recollection. I remember FISCHER's remark there were over a 100,000 people. The SS has always camouflaged it. The fact that the SS did everything to prevent from getting about what they did is very often overlooked. Not only among my friends, but probably most of us, could not have been kept at Auschwitz if it had been known what happened at Auschwitz. I would never have allowed my four children to play on such a blood-soaked soil.
- Q. The fact is paramount for me that you cannot take four million people to a redoubtable hole in Poland without there being over so many signs of it. Just think of the technical prerequisites for gassing 10,000 to 15,000 people and perhaps more per day. Remember the telephone directory of Auschwitz and that the gas chamber and the crematory were listed there, that is to say, in a public telephone register!
- A. I remember the I.G. Auschwitz telephone directory, not that of the town.
- Q. Could you ring up the concentration camp?
- A. It will probably have been listed in the I.G. telephone directory under some telephone number.

NI-14,724, page 5 of original

- Q. These people have been gassed. They were gassed when the I.G. said that they were not fit for work any more.
- A. The I.G. struggled very hard all the time against the constant change of prisoners.
- Q. You had priority before all the other Upper Silesia industrial plants. HIMMLER himself said: "You have to help the I.G. as much as you can." HEISS got this order from KLUGE and HIMMLER and GOERING. HEISS states that he had told DIERKHELD that the people were gassed. He was only afraid to pass on this information. SCHEIDT told me that he knew about it; LIEBE told me that he knew about it.

(Par. 10)

(Par. 10) I also saw the glare coming from Auschwitz, and at times I noticed an unpleasant smell. An SS officer whom we asked about it declared: "We do not bury the dead inmates, we cremate them instead." Rumors were abroad at that time that human beings were dying in Auschwitz from unnatural causes.

Par. 11. In Auschwitz I heard that the IG had bought thousands of garments from the Auschwitz concentration camp and sold these to their foreign laborers. I considered this immoral.

- A. Then they were just as guilty.
- Q. And you still try to defend your colleagues?
- A. If that is like that, then this is the point where I have to disavow my colleagues. That is undeniable. It was DIENSTFELD who stated that.
- Q. DIENSTFELD did not consent to it; I should like to state that. But LUTZ-SCHLAFER, JENSEN, SCHNEIDER, DIECKMANN from Berlin and ZIMMER from Berlin agreed to it.
- A. Then DIECKMANN is guilty too.
- Q. It was common knowledge.
- A. There were rumors; what is going on? Is that true?
- Q. That sort of rumors.
- A. That people died an unnatural death, i.e. not through epidemics - Now I can remember it correctly. That was the explanation of the smoke and the glare of fire: "That is cremation; we cremate the dead and do not bury them."
- Q. Did you see the glare of fire?
- A. Yes. I have seen it.

NY-10,929, pages 9 & 10 of original

- Q. What was your attitude to the fact that the I.G. bought the clothes of gassed inmates in large quantities?
- A. To this I have two things to say. First of all, I did not realize that there were large quantities of clothes.
- Q. Immense quantities?
- A. Yes. Furthermore, I had absolutely no idea or knowledge that they were clothes of gassed people.
- Q. What did you know about the purchase of these clothes? Who negotiated the sale?
- A. I know next to nothing about that. But S. WISNER and ROSENBERG ought to know.
- Q. I know, I know. What is your attitude?
- A. I included it under the vile system of concentration camps. Hence I thought to myself, here comes a man with a perfectly good suit; he has to take it off and put on this awful striped suit.
- Q. It is inadmissible to confiscate clothes?
- A. Yes, that was in the big concentration camp.

(Par. 11)

- Q. Furthermore, it is inadmissible to sell these clothes?
- A. I have just said that. That was all included in this system.
- Q. In which form was payment made for these clothes?
- A. I don't know.
- Q. And who supplied for it?
- A. That would surprise me.
- Q. Very strange?
- A. Very strange - a matter with which one would have to put up.
- Q. Didn't the quantity strike you?
- A. There were no doubt thousands of garments.
- Q. Didn't you wonder: how many must be killed?
- A. With the knowledge on the matter at that time we have to say: how many must be arrested.
- Q. Did nobody tell you that these clothes were soiled with blood?
- A. No, nobody told me about it. You can see how evil the SS-system was by the fact that not even your closest neighbors continued to inform you. Even that seemed to be dangerous to the people.
- Q. Did you yourself sell any clothes?
- A. No, of course not.
- Q. Did other directors make any purchases? There were also fur coats?
- A. That is, I have to correct myself: I had a Russian woman who helped my wife. I think that I got something for her at Rosenberg. I think that I also paid for it.
- Q. Did you know that fur coats were available?
- A. No.
- Q. You did not buy one for your wife?
- A. Herr von RALPH, it is monstrous that I should have bought something for my wife or myself.
- Q. The I.G. must be monstrous; they did that on a large scale.

Par. 12. I know that on the instigation of SAUER-
TRIG (IG Works' Police) and camp commander
PILLICH foreign laborers were beaten in IG
Auschwitz.

- NI-14,721, page 7 of original
- A. I have also heard that Poles were beaten by SAUERTRIG and PILLICH.
- Q. By SAUERTRIG in the guards room of the Industrial Police?
- A. Yes.
- Q. By PILLICH in Camp W?
- A. Yes.

Par. 13. The question of labor was constantly acute in IG Auschwitz; there were never enough men. Walther DIERFELD always did his utmost to get more laborers -- regardless of whether they were Germans, Poles, Slovaks, Frenchmen or inmates.

NI-14,721, page 4 of original

Q. Were you present at any directors meetings or any other conversations at which, for instance, DIERFELD always insisted on more and more inmates having to be made available?

A. Yes. But the question was not put correctly for my answer. DIERFELD, as a matter of course has always insisted on more labor; that was his element, he had too little labor. In one breath he would name Poles, Slovaks, Germans, Serbs, Frenchmen, inmates, as labor which he was to get.

(Par. 13) I know that Walther DIERFELD established direct contact with the General Office for Chemistry (Carl KILBORN) in order to be allocated more and yet more labor.

NI-14,723, page 4 of original

Q. How do you make contact with the G B Chem? Does DIERFELD do it directly - since he seems exceptionally ambitious?

A. Yes. I believe with DIERFELD's ambition he did that himself.

Q. How do you get new prisoners?

A. All

Q. Through DIERFELD?

A. Certainly over DIERFELD, through DIERFELD.

Q. Does DIERFELD procure prisoners for I.G. Auschwitz only?

A. Yes.

Q. He procures prisoners also for Baydabrook and Blochhammer.

A. Yes, later on he may have procured prisoners for other industries in Upper Silesia too.

Q. What special orders did he have?

A. During the last year in Auschwitz he had a special order for

Q. To get Auschwitz going faster?

A. To make faster progress.

Q. He has the title "Provisional Director" (kommissarischer Leiter). For all of Upper Silesia?

A. Presumably for the building up in Upper Silesia.

Q. In this position he constantly procured prisoners for other firms. Which firms do you recall?

A. Well, The Hermann-Goering-Werke.

Q. Also for Janina and Fuerstengrube.

A. That was I.G. With The Hermann-Goering Werke we had a contract; they were to supply us with coke.

Q. How about Blochhammer?

A. There I do not know exactly.

Par. 14. 51% of the Fuerstengrube GmbH shares were owned by the I.G.; managing director was F. KERN, president of the Aufsichtsrat was Heinrich BUEFISCH. Other members on the board of the I.G. were Otto JEROS and GOLDBERG from I.G. Ludwigshafen.

NI-14,725, page 8 of original

Q. Who is in the Aufsichtsrat of the Fuerstengrube GmbH?

A. BUEFISCH temporarily, and then someone whose name I don't remember.

Q. von KERN?

A. No. From I.G. it was also Director GOLDBERG from Ludwigshafen.

Q. And then JEROS?

A. Yes, and then also a director from the Deutsche Bank. And there were probably another two gentlemen.

Q. From I.G. it was JEROS, GOLDBERG, BUEFISCH?

A. Yes.

Q. I.G.'s participation in the Fuerstengrube was 51%?

A. Yes.

Q. And from the PISS group there was DUEFFEL?

A. And then there was also FALKENHEIM there, the managing director.

(Par. 14) Walther DUEFFEL looked after the Fuerstengrube GmbH as far as the organization and the engineering technical sphere were concerned. He was most active and FALKENHEIM noticed this very soon. Whenever he wanted any support, he therefore went to Walther DUEFFEL who always helped him and, for instance, procured for him laborers from Auschwitz concentration camp for the Fuerstengrube, as soon as FALKENHEIM asked his support in the dealings with the concentration camp.

NI-14,725, pages 8 & 9 of original

Q. I am not interested in technical questions. I am interested in practical questions. Questions of inmate labor. You have spoken about it before. You don't know very much. What did DUEFFEL have to do with Fuerstengrube GmbH?

A. DUEFFEL --- He did look after the construction and engineering end of this.

Q. The whole Fuerstengrube GmbH?

A. He assisted. The fellows probably did not have the experience which I.G.

had. They soon noticed that, over there in Auschwitz, tremendous means, tremendous assistance were given by Berlin, and that DUEFFEL was a very able person. So they approached DUEFFEL. They said, "I need some gravel and wood". In his impulsive way DUEFFEL helped.

Q. DUEFFEL was only the representative of I.G. when inmates were to be employed instead of British prisoners of war?

A. I told you already that later on DUEFFEL received a special commission - I would assume from GELLENBERG - to assist a number of Upper Silesian enterprises.

Q. Because of his ambitions, he accepted everything? That also did he do?

A. Yes, in Katowice he was member of some Chamber; I believe, the Gen. Chamber of Economy as specialist for the chemical industry.

(Par. 14)

(Par. 14) Heinrich BUEPFISCH and Otto AMERON were always informed about what happened at the Fuerstengrube through the so-called coal conferences of which they regularly got the minutes. These coal conferences took place from 1941 till 1943; afterwards communications between Fuerstengrube and I.G. consisted chiefly of correspondence.

- Q. Did BUEPFISCH take up a positive or a negative attitude towards inmates during conferences?
- A. He seldom voiced an opinion. It was difficult to get him to say anything.
- Q. BUEPFISCH must have taken some sort of action if it was intended to employ inmates at the Fuerstengrube?
- A. --
- Q. He must have been informed when they intended to employ inmates.
- A. At some time or other, yes.
- Q. Were there any consultations on the Fuerstengrube?
- A. There were only so-called coal discussions.
- Q. They were held from an engineering point of view.
- A. Yes. FRIEDHELM was present, his collaborators; DUELLBERG who did not appear until the beginning of 1942, and his mining and engineering collaborators whom since I no longer remember.
- Q. Did they discuss technical questions only, or also social questions?
- A. Later on, when FRIEDHELM noticed he could get some assistance, they also discussed questions of reconstruction and labor. However, not in such a way that details were discussed regarding Auschwitz, but he said, "I cannot do that because I do not have the people for it".
- Q. What did DUELLBERG say? "I will supply you with inmates; we are getting some."
- A. FRIEDHELM found out that he was to get some inmates.
- Q. He was keeping the records?
- A. I myself made out a number of these reports. All those who participated got a copy.
- Q. BUEPFISCH and AMERON?
- A. Including BUEPFISCH and AMERON.
- Q. You have some copies?
- A. I no longer have any. However, I will look and see whether by any chance I still have some. In that case I shall send them to you at once.
- Q. He also received the reports - TRUE?
- A. I do not know. I do not think so.
- Q. Did the assistance given by Auschwitz have a very noticeable practical effect?

(Par. 14)

1. It was more in connection with building operations that Luschwitz gave assistance to the Fuertengrube, resp. PUESS. Negotiations took place between DIERFELD or FUESS and people on the spot, no records were kept of these. Then there was only some correspondence. BUEHNER made a lot of arrangements with FLEISCHER personally.

Par. 15. As far as I know, the prisoners who worked in Janina, Fuertengrube and Guenthergrube were being looked after uniformly by I.G. Luschwitz.

NI-14,725, page 5 of original
Q. What have you heard about the utilization of prisoners in the Janina, Fuertengrube and Guenthergrube?
A. Yes, I seem to remember that it was in no wise worse than on the I.G. premises at Luschwitz.
Q. All of it was I.G.
A. It was so that everything was provided for in order. BUEHNER certainly divided the supplies he procured evenly among all.

Par. 16. Whether DIERFELD was very ambitious. He dictated the working pace, and he saw to it that there were no breaks in the organization of the production. Personally, he was a convinced believer in the National Socialist ideology. He opposed the idea I had voiced which was to evacuate the works in good time or at least to leave the members of the staff free to ship their families and private belongings to the east in peace and comfort. The Luschwitz works were evacuated - too late - in January 1945 almost halter-stalter and the German and foreign employees, for the most part leaving their goods and chattels behind them, had to try to find accommodation to the best as quickly as possible, where they arrived somehow in bad shape. Without the I.G. having been notified, the prisoners were withdrawn by the SS eight days before the last Germans had left the plant and are said to have left in direction of Gleiwitz.

NI-14,725, page 6 of original
Q. "But did DIERFELD always reply to that?"
A. "I will straighten that out all right. They got more food; we look after them well. There is no newspaper available. To have to get on as quickly as possible; we cannot afford to have breakdowns; we must see how we can manage best."
NI-14,725, page 3 of original
Q. Do you recall individual violent discussions with DIERFELD? How was it?
A. I remember most that it was at the end of the war.
Q. What about the evacuation of the plant?
A. I thought it was madness to hold out.
Q. How long before did you want to evacuate?
A. Probably several months before I would have ordered the Germans, all the people, in fact, if they could not be spared themselves - to save their property, their family, their children.
Q. For what reasons did DIERFELD oppose this so strongly?
A. All
Q. As he a convinced National Socialist?
A. Because he was guided by those wrong ideas of National Socialism.
Q. How many people perished because of this decision?

(Par. 14)

1. It was more in connection with building operations that Muschwitz gave assistance to the Fuertengrube, resp. FUERZ. Negotiations took place between DUELFELD or FUERT and people on the spot, no records were kept of these. Thus there was only some correspondence. DUELFELD made a lot of arrangements with FLEISHER personally.

Par. 15. As far as I know, the prisoners who worked in Janina, Fuertengrube and Guenthergrube were being looked after uniformly by I.G. Muschwitz.

NI-14,725, page 5 of original
Q. And have you heard about the utilization of prisoners in the Janina, Fuertengrube and Guenthergrube?
A. Yes, I seem to remember that it was in no wise worse than on the I.G. premises at Muschwitz.
Q. All of it was I.G.
A. It was so that everything was provided for in common. EISENBERG certainly divided the supplies he procured evenly among all.

Par. 16. Walther DUELFELD was very ambitious. He dictated the working pace, and he saw to it that there were no breaks in the organization of the production. Personally, he was a convinced believer in the National Socialist ideology. He opposed the idea I had voiced which was to evacuate the works in good time or at least to leave the members of the staff free to ship their families and private belongings to the east in peace and comfort. The Muschwitz works were evacuated - too late - in January 1945 almost helter-skelter and the German and foreign employees, for the most part leaving their goods and chattels behind them, had to try to find connection to the east as quickly as possible, where they arrived somehow in bad shape. Without the I.G. having been notified, the prisoners were withdrawn by the SS eight days before the last Germans had left the plant and are said to have left in direction of Gliwits.

NI-14,725, page 5 of original
Q. Now 308 DUELFELD says reply to the
A. "I will straighten that out all right. They got more food; we look after them well. There is no manpower available. I have to get on as quickly as possible; we cannot afford to have breakdowns; we must see how we can manage best."
Q. Do you recall individual violent discussions with DUELFELD? How was it?
A. I remember most that it was at the end of the war.
Q. That about the evacuation of the plant?
A. I thought it was madness to hold out.
Q. How long before did you want to evacuate?
A. Probably several months before I would have ordered the Germans, all the people, in fact, if they could not be spared themselves - to save their property, their family, their children.
Q. For what reasons did DUELFELD oppose this so strongly?
A. ... Well ...
Q. As he a convinced National Socialist?
A. Because he was guided by those wrong ideas of National Socialism.
Q. How many people perished because of this decision?

(Par. 16)

- ... One can't very well say that people perished.
- Q. Do you know how many inmates perished? When did you hear for the first time of the death march to Gleiwitz?
- ... The inmates, if I remember correctly, were marched off 8 days ahead of us.
- Q. You could see the dead on the road.
- ... That is not correct.
- Q. Approximately one thousand inmates died on the march to Gleiwitz. It is DUNFELD above all whose conscience is burdened, with those inmates.
- ... We all reached Dresden in a deplorable state.

Case 6
sp. 6
6

TRANSLATION OF DOCUMENT No. 71-14689
OFFICE OF CHIEF OF COUNSEL FOR WAR
CRIMES

Q R R I

EXH #2052

No. 4216
(Register for 1944)

No. of the case: 355.-
No. of the transcript of proceedings: 428-429-430.

IN THE NAME OF THE LAW.
JUDGMENT.

The Military Court of Antwerp, First Netherlands Division, has pronounced the following judgment:

The Judge Advocate, in the capacity of prosecutor, on the side of whom Dr. Dr. Vos, Mortens, of the Antwerp bar, has intervened as a third party, on the strength of a special authority vested in him by the Belgian State,

versus

- 1.) FRANCOIS, Gustave
husband of De Bal Anna - M.E.
born in Antwerp on 14 May 1901
residing at Burgerhout, 64, Arthur Mathijelei,
at present detained in prison;
- 2.) SWANET, Francine, Cornelia, Virginia,
husband of Van Broek, Philomaro, J.,
born in Burgerhout on 21 January 1903,
residing at Burgerhout, 8, Josef Poescherestraat,
at present hiding;
- 3.) THE SWANET & FRANCOIS COMPANY,
having its official office in Antwerp, 40, Grote Markt,
and its partners mentioned under 1) and 2) above;
For the purpose of this trial, this company is represented by
Francis Gustave, born in Antwerp on 14 May 1901, residing at
Burgerhout, 64, Arthur Mathijelei, now in prison, as stated in
paragraph 1.

They have been charged with the following offenses:

The defendants mentioned under 1) and 2):

A. that they have

in Antwerp, Durno, Mierse, Mortel (fort 4), Kapellen Wilrijk
(fort 7), Bersbeek (fort 6), Zurem or in other places located in
the Antwerp district, in Calloo, Brussels or in other places located
in Belgium, furthermore in Rotterdam, Falsborg, Ludwigshafen,
Homburg, Uerdingen/Eine, Leverkusen, Bergheim/Erf, Wesseling,
Landsberg/Verthe, Sella-Sell, Kolon, or in other places located
outside of the kingdom.

in the time from 10 May 1940 to 4 September 1944, as far as the
first named defendant is concerned, and in the time from 10 May
1940 and 3 May 1945, as far as the second named defendant is concern-
ed,

rendered support to the enemies of the kingdom by supplying them
with soldiers, workers, funds, foodstuffs, arms or ammunition,
which acts constitute either a crime committed against the Belgian

State or against the Allies of Belgium in their joint fight against the common enemy, or a crime against a state which is - even if the alliance is not taken into consideration - waging war against a state against which Belgium was waging war, and that the crime has been committed out of greed for profit, at a time when the defendant was residing in a territory occupied by the enemy, furthermore, that they have

- 1) rendered support to the enemies of the state - either directly or through an intermediary or as intermediaries by supplying them with soldiers, workers, funds, foodstuffs to be used by the enemy, war material for offensive and defensive purposes, ammunition proper, components for the production of this material or this ammunition, clothing and equipment, being aware of the fact these objects were intended to be used in warfare, or that they established, or were the managers of, a firm engaged in the construction, the fitting up or the camouflaging

(page 2 of original)

of fortifications, air strips or other constructions and installations intended for war purposes;

- 2) and that they have supplied them - either directly or through an intermediary or as intermediaries - with raw materials, other materials and articles of which they knew that they were used in the manufacturing of the material, ammunition, clothing or equipment mentioned, or for the performing of the jobs mentioned, and that they have, when making these deliveries, not applied all the means at their disposal in order to prevent the fulfilling of orders placed by the enemies of the state,

- 3) and that they have supplied them - either directly or through an intermediary or as intermediaries - with raw materials or finished goods, foodstuffs or animals, either in the way that these deliveries were based on enquiries addressed to them or to intermediaries, acting on their behalf, or in the way that this involved the setting up of a firm, its extension or a change in its methods of production, or in the way that production was kept at an unusually high level, or in the way that this level corresponded to the orders, or in the way that the defendants asked the enemies for their assistance in the settling of labor disputes, or in the way that they established an anti-sabotage service,

- 4) that the defendants put their activities at the disposal of the enemies of the state in order to collect on their behalf the raw materials, finished goods, foodstuffs or animals mentioned under 1), 2) and 3) above;

B. furthermore, that they have

in Antwerp or in the district of Antwerp, or at other places in Belgium or outside of the territory of the kingdom between 10 May 1940 and 29 January 1945:

- a) participated on the removal by the enemy of legally operating establishments and installations, undermined in times of war the loyalty of the citizens to the king and the state, or aided and abetted religiously the policy and plans of the enemy, the deed being aggravated by the fact that the crime was committed out of greed for profit,
- b) in Antwerp, in the area under the jurisdiction of the Antwerp court

a) participated on the removal by the enemy of legally operating establishments and installations, undermined in times of war the loyalty of the citizens to the king and the state, or aided and abetted

or at other places in Belgium or outside of the territory of the kingdom between 25 January 1943 and 4 September 1944:

participated in the conversion by the enemy of legally operating establishments or installations, undermined in times of war the loyalty of the citizens to the king and the state with full knowledge, or aided and abetted the policy and plans of the enemy with full knowledge, or carried out, or supported, initiated or assisted by certain means with full knowledge a propaganda directed against the resistance against the enemy or his allies, or furthering the participation in the conversion by the enemy of legally operating establishments or installations or the undermining in times of war of the loyalty of the citizens to the king and the state in favor of the policy and the aims of the enemies.

These are the charges raised against the first and the second defendants.

The third defendant is sued as liable in civil law, to be sentenced to damages, retributive damages, court costs, confiscations, fines of any kind, which may be imposed on its representatives or employees for the violation of the legal provisions mentioned above.

Whereas

in the public hearing of 9 February 1947, Dr. Jan Juv. Mortens, bearer of a special authority as delegate of the Belgian State, civil party versus the defendants under 1) and 3), has been given the opportunity to state his case, stating

that the claim of the civil party be declared well founded, and that the defendant under 1) be sentenced to pay to the civil party damages amounting to thirtyfive millions five hundred thousand francs, plus interest at the legal rate and the court costs, and that these payments

(page 3 of original)

be enforced by way of detention, the duration of which is to be fixed by the court.

In addition, that the Swannet & Francois company be sentenced to pay, as the party liable in civil law, and jointly with the defendant 1) (Francois G.) to the civil party the amount of thirtyfive millions five hundred thousand francs, plus interest at the legal rate and the court costs.

Whereas

in the public hearing of 13 February 1947 Dr. Jur. Mortens, of the Antwerp bar, carrier of a special authority on behalf of the Belgian State, has been heard, declaring that he amended his written claim dated 7 February 1947 to the effect that it is also directed against the defendant 2), Swannet Francois, asking that Swannet Francois, defendant sub 2), be sentenced jointly with Francois Gustave, defendant sub 1) to pay to the civil party damages amounting to thirtyfive millions five hundred thousand francs, plus interest at the legal rate and the court costs, and that the Swannet & Francois as the party liable in civil law be sentenced to pay the amount mentioned above jointly with the defendants under 1) and 3).

Whereas

in the public hearing of 3 February 1947, Mr. Indo Omerck, senior deputy of the judge advocate, has been heard, stating the facts of the case and submitting his motions in writing.

Whereas

in the public hearing of 13 February 1947 Francois Gustave the defendant under 1), has been given the opportunity to state the case for his defense which was delivered by Dr. Jur. Victor of the Antwerp bar,

the Military Tribunal pronounces the following decision:

Whereas summons to appear at the hearing has been served in accordance with the law to the defendants 1) (François G.) and 3) (Swannet & François Company) (to the latter by serving it to François G.)

Whereas, on the other hand, the defendant 2) (Swannet F.) has not appeared in court,

as from today, the trial against François G. and the Swannet & François Company and the trial against Swannet F. are being amalgamated.

Whereas in total warfare the supplying of the enemy with skilled workers, such as it has been done, actually constitutes the supplying of useful "personnel" in the meaning of art. 115 of the Penal Code (amended version dated 25 May, art. 1).

Whereas, by the way, the work in question was not voluntarily in the full meaning of this term, because the workers had to sign a contract trying then to with the enemy as closely that the defendants themselves had to intervene in order to warn some of them of prospective measures to be taken by the Field Police or other German police authorities, when these workers refused to return to Germany.

Whereas, among other things, it has been established by the documents 4, 5, 6, and 10 of book V/I (section 37) that the activities of the defendants were useful to the enemy war industry including the production of explosives,

Whereas, in addition, the propaganda for the recruiting of skilled workers and the establishment of 3 special shops for the training of workers are facts speaking for themselves,

Whereas with regard to the additional facts B a and B b, which have also been proven and which constitute a continuous crime, a more lenient punishment applies than the punishment inflicted in the following against each of the defendants,

It results that only the following punishment is to be pronounced according art. 63 of the penal code:

Whereas the defendant Swannet F. although he is still subject to military obligations, has not been charged with treason, with the result that his military punishment is not to be based on art. 15 and 16 of the law dated 25 May 1870, but only on art. 2 and 3 of the same law,

and whereas attenuating circumstances apply in the case of the two defendants, in as much as they assisted people who were hiding:

(Page 1 of original)

REGARDING THE CLAIM BY THE CIVIC PARTY, THE BELGIAN STATE

In view of it being admitted by the Civic Party itself, the Belgian State, that in this case its material loss solely consists of the financial burden on the Civic Party as a result of the acts of accused, and that the Belgian State ((has presented)) in connection therewith a clear settlement based on the assets of accused; ((and))

In view of the Civic Party thus already acknowledging satisfaction regarding its claim by way of conceding the amount of these assets to the Treasury;

FOR THESE REASONS

Vide the Law of 7 Feb. 1945;

Vide Art. 184 & 185 of Law 23 July 1844;
" " 16, 58 & 57 " " 15 Jan 1849;
" " 3 " " 19 Jul 1934;
" " 1 Royal Decree No. 32 of 26 Aug 1939;
" " 1 of Law by Decree 18 Sep 1944;
" " 115/117 Penal Code, Art. 1 of Code 2 Oct 1916 & Sect 2 of the
sole Art. of Law 10 Dec 1937 & Art. 1 C.C. 25 May 1945 &
Art. 2 C.C. 12 Dec 1942;
" " 1, 2, 3, 8, 9, 10, 11 Law by Decree 26 May 1944;
" " 11, 18, 21, 31 to 37, 40, 41, 42 of Law 15 Jun 1945;
" " 6 to 12 Law 17 Apr 1876 amend. by Art. 3 Law 4 Aug 1914 &
Art. 3 C.C. 5 Aug 1943;
" " 2, 3, 5 Military Penal Code;
" " 12, 21 Milit. Crim. Procedure;
" " 1 C.C. 11 Oct 1916 & 2) of sole Art. Law 10 Dec 1937;
" " 2, 4, 5, 7, of Law 27 Jul 1871;
" " 186, 194 - 187 Crim. Proc.;
" " 118 Penal Code amend. Art. 1 Law 19 Jul 1934;
" " 118 " " " " 3, 1-2 Law by Decree 17 Dec 1942;
" " 123 " " " " 1 Law 19 Jul 1934 & 6) sole Art. Law
10 Dec. 1937, Art. 1 C.C. 20 Sept 1945;
" " 1, 7, 12, 14, 19, 21, 1^o, 31, 47, 50, 62, 79, 80, 31, 123/5, 123 provisions
Penal Code;
" " 123/6 P.C. being Art. 2/1 C.C. 6 May 1944 amend Art. 2, 3, 10 C.C.
19 Sept 1945;
" " 1362 C.C.;
" " 1 C.C. 6 May 1944 being Art. 10/1 Royal Decree 14 Dec 1932;

The Court Martial again treats collectively of the cases FRANCOIS G. and the enterprise "SHANUET & FRANCOIS" together with SHANUET F. against defendant FRANCOIS G. (sub. 1) and in absentia against defendant SHANUET F. (sub. 2).
Declares both aforementioned defendants guilty and sentences them:

(Page 4 of original continued)

FRANCOIS Gustave to 15 YEARS OF HARD LABOR.
STANLEY Franciscus to 20 YEARS OF HARD LABOR.

Orders the deprivation of civil rights of defendant sub. 1 for the duration of his penalty. Declares escheated to the treasury the sum 450,921,419.98 Belg. Francs, being the amount involved in the criminal activities of defendants.

Stipulates that the condemned persons be deprived, in conformity with the law and for life, of the rights as detailed under Art. 123/6 Penal Code, being Art. 2/1 Civil Code of 6 May 1944 as amended by Art. 2,3,10 of the Law by Decree of 19 Sep 1945;

Deprives them of all titles, degrees, public offices, service contracts and services, which they were endowed with;

Declares forfeited weapons and uniforms, items having served or being intended to serve the carrying out of the activities;

Orders the military punishment of STANLEY P. (convicted person sub. 2);

(Page 5 of original)

Orders the two convicted persons collectively to pay the costs towards the Public Party, amounting in toto to 61,897,-- Belg. Francs up till now, and holds that this sum, in view of its exceeding 300,-- Belg. Francs, can be enforced through imprisonment for debt.

Stipulates the length of imprisonment for the enforcement of costs towards the state as three months in respect of each of the two convicted persons. States that the 2nd convicted person will forfeit his status as a Belgian national as stipulated by law if the judgment be not carried into effect on his person within a period of six months;

Orders in conformity with the regulations under Art. 9 C.C. of 26 May 1944 that the present verdict, insofar as it concerns the defendant STANLEY, shall be published in the BELGIAN GAZETTE and in another daily paper, in this case the "GAZETTE OF ANTWERP".

Stipulates that the company under the joint name of "STANLEY & FRANCOIS" shall

THE SENATOR OF DENMARK, 1947
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

(Page 5 of original continued)

be liable under civil law, in conformity with Art. 123 Penal Code, concerning the stipulations of judgment for indemnification, levies, costs, sequestrations and fines, although they were imposed on the first and second defendants.
AND JUDGMENT IN RESPECT OF THE CLAIM BY THE CIVIL PARTY.

Declares this claim proper but unfounded.

Therefore dismisses the claim of the Civil Party.

Orders the immediate arrest of said SHAFER Francisco, convicted person sub.2.
Charges the Ministry for Public Affairs with the publication of this verdict insofar as it concerns him.

By order of the COURT MARTIAL OF ANTWERP, First Netherlands Chamber, and pronounced in open court on Thursday, 13 February 1947.

Members present:

| | |
|----------------|----------------------------|
| Nehouden | President |
| Major de Wover | Deputy President |
| Lesseliers | Civil Judge |
| Leuroysson | Commander |
| Van Duppen | Lieutenant |
| Ludo-Caprasco | Military members |
| Herbosch | First War Auditor Assessor |
| | Assistant Court Clerk |

Above-mentioned officers were chosen by ballot - effected on 21 January 1947 and in conformity with the regulations of Art. 6 & 8 Law by Decree of 26 May 1944 - to belong to the court, except for Major De Wover appointed in conformity with Art. 55 & 56 Law 15 June 1899 and Art. 4 Civil Code of 4 May 1945.

The Assistant Clerk,

Sign. Herbosch.

The President and Members of the Court Martial,

Sign. Nehouden - De Wover - Lesseliers,
Leuroysson - Van Duppen.

For true and correct copy, handed over to the War Auditor of the ANTWERP COURT MARTIAL for administrative purposes,

ANTWERP,
22 February 1947.

The Court Clerk,

Court Clerk A. VERLYNDE.

CERTIFICATE OF TRANSLATION

19 March 1948

I, Ernst SCHAEFER, ETO 20 165, hereby certify that I am a duly appointed translator for the German and English languages and that the above is a true and correct translation of document VI-14,689.

Ernst SCHAEFER
ETO 20 165.

Case 6
sup
JLH

EX#2053

TRANSLATION OF DOCUMENT No. NI - 11634
OFFICE OF CHIEF COUNSEL FOR THE CHIEFS

Labor Office Amsterdam - German Office

Stadhouderskade 6-Phone 87731

Stamp: 27 April 1944

Initial

Reference mark: 5780.20 vF

Amsterdam 20 April 1944

To the
German expert advisor
at the Labor Office

Amersfoort.

Subject: Breach of employment contract by Dutch
nationals

Ref: Letter from I.G. Farbenindustrie Frankfurt/M.-Griseheim
of 11 March 1944, mark G.L. 279/Sch.

In the above mentioned letter the firm informs us that
among their employees the Dutch national: W. van den BEEK,
born 2 September 1924
residing Amersfoort, Kruiskamp 84,
has broken his employment contract.

I request you to take the necessary action. Dissemination
has been given.

By order.

Initial

1. Change of place of employment into the Reich
2. To the R.W.B.A.
3. To the files.

Page 2 of original

Directorate - General for
Special Administration of Law
Dept. Economic Coordination,
official notice concerning
confiscation of a document
concerning labor service.

Confiscation notice.

On 1 October 1947, I,olkje H.C. MEYLIKE, chief
of the dept. Economic Coordination of the Directorate
General for Special Administration of Law, confis-
cated, from the hands of Coert Hendrik van
DENHAGEN, chief of the Dordrecht office of the
Political Investigation Dept., section collaboration,
District Rotterdam,

1 Letter from the Labor Office Amsterdam - Deutsche
Dienststelle, dated 20 April 1944 to the German
expert advisor at the Labor Office Amsterdam.

Official notice has been established under
oath at the Hague, 1 October 1947.

The Police Officer,
(signed) MEYLIKE.

TRANSLATION OF DOCUMENT No 31 . 11634
continued

CERTIFICATE OF TRANSLATION

17 October 1947

I, Leon Sztzarsdorfer, GO No. 483, hereby
certify that I am a duly appointed trans-
lator for the German and English languages
and that the above is a true and correct
translation of the document No. 31-11634.

Leon Sztzarsdorfer

GO No. 483

- 3 -

" END "

EX #2054

Labor office Amsterdam

German office

Amsterdam, 5. August 1944

Police Assignment No.

The Dutch national: W. EMMERIK, born 1 December 1923,
living at Amsterdam, Hoofdweg 269, is to be arrested at
once for breaking a labor contract. Last place of em-
ployment: I.G. Farbenindustrie A.G., Frankfurt / Höchst.
Has broken his contract rather long ago (29 December 1943).
Place of birth unknown.
Please investigate and send him to the Reich.

(Signed) illegible.

To the Labor
Employment Control
Service,
Amsterdam.

Page 2 of original

1. Original to the
I-bor office, Amsterdam

Amsterdam, 1944

To the German office

The Dutch national listed on the reverse was arrested
on and was found ill and not transportable
has disappeared. His abode is unknown.
Was not arrested, as a certificate of exemption
was presented by him.
Was left for according to his relatives.

2. To statistics
3. To the files

4. 10561
5. 382

Signature of Police officer.

Page 3 of original

Directorate - General for
Special Administration of Law
Dept. Economic Coordination.
official notice concerning
confiscation of a document
concerning labor service.

Confiscation notice.

On 1 October 1947, I, Belkje A.C. MEYLINK, chief
of the dept. Economic Coordination of the Directorate
General for Special Administration of Law, confis-
cated, from the hands of Coert Hendrik van
RYNDELING, chief of the Dordrecht office of the
Political Investigation Dept., section collaboration,
district Rotterdam,

a Polizei-Befehl No. 194 of 5 August 1944 of
the Arbeitsamt Amsterdam - Deutsche Dienststelle,
to the Arbeitsdienstkontrolldienst Amsterdam,
concerning ELIENK N., born 1 December 1923.

Official notice has been established under
oath at the Hague, 1 October 1947.

The Police Officer, (signed) MEYLINK.

Seite 3 des Originals, Fortsetzung

Generaldirektion fuer
besondere Rechtspflege.
Abt. Wirtschaftsgleichrichtung.

Amtsakunde bez.
Beschlagnahme eines
Dokuments bez. Arbeitsinsatz.

Beschlagnahme - Urkunde.

Am 1. Oktober 1947 habe ich, Beikje A.G. MEYLINK, Chef
der Abteilung Wirtschaftsgleichrichtung bei der General-
direktion fuer besondere Rechtspflege, aus Urkunden des
Joost Hendrik van RINSBERGEN, Chef des Amtes Dordrecht
der politischen Polizei, Abt. Zusammenarbeit mit dem Feinde,
Distrikt Rotterdam, beschlaggenommen:

Ein Polizeiauftrag No. 194 vom 5. August 1944 des
Arbeitsamtes Amsterdam an den Arbeitsinsatz-
kontrolldienst Amsterdam, bez. ELMERIK W.,
geb. 1. Dezember 1923.

Urkundlich dessen, auf Amtseid, unterschrieben
im Haag, am 1. Oktober 1947.

Der Polizeibeamte,

(ges.) MEYLINK.

CERTIFICATE OF TRANSLATION

17 October 1947

I, Leon Ratscherdorfer, AGO No. 483, hereby
certify that I am a duly appointed trans-
lator for the German and English languages
and that the above is a true and correct
translation of the document No. NI-11638.

Leon Ratscherdorfer

AGO No. 483

- 4a -

END "

EXH #2055

Ministry
of Veterans and
War Victims

Legal Department of the
Registrar's Office and
the Office for Researches.

Files and Registrar's Office
for Deportees

FEC/305/35/DE/18248

Paris, 16 February 1948
88, Avenue Foch, (16ème)

From: The Minister for Veterans
and War Victims.

To: Chief of Counsel for War
Crimes
APO 696-A U.S. Army

I have the honor of sending you photostats
of 4 individual index-cards of French workers who
have been employed with the I.G. Farbenindustrie.

These index-cards originate from a file which
has been seized by my administration at the time of
the liberation of Paris in the premises of the Feld-
kommandantur of "Grand-Paris", the main office of which
was at the Chamber of Deputies.

As indicated by the stamp on the index-cards,
these have been issued upon request of I.G. Farben-
industrie through the "Demofragte des Generalbevoll-
machtigten fuer Sonderfragen der chemischen
Erzeugung" for the purpose of having searches carried
out by German police forces in French territories for
workers who had broken their contracts, that is to say,
workers who did not reach their point of destination
in Germany upon the termination of the time granted to
them.

(Stamp)

Director of the Legal Department
of the Registrar's Office and the
Office for Researches.

Chief of the Files and Registrar's
Office for Deportees.

(Signature): Illegible

Name: B A C C I
First name: Baptiste
Date and place of birth: 9th of December 1894, SORISOLE (Italy)
Address: 75, rue de la Réunion, PARIS 20e
Last employer: S. Gartonstrasse, METZ
Now: L.G. Farbenindustrie
Hired on: 4 March 1943
Enterprise: J. Pardini, 33 bis, bld Bourdon
Paris 4e. Phone: ARO 33-26

Leave until: - - - - -

Disappeared

In: 10 August 1943

Out: 13 August 1943

The Delegate of the Plenipotentiary General
for Special Chemical Production

1400 in France

Name: B A I L L O N
First name: Charles
Date and place of birth: 3 May 1908, BALES (Seine-Inférieure)
Address: 12, rue Saint-Germain, ALBERTVILLE (Savoie-Oise)
Last employer: S. Gartonstrasse, METZ
Now: L.G. Farbenindustrie
Hired on: 26 November 1942
Enterprise: J. Pardini, 33 bis, bld Bourdon
Paris 4e Phone: ARO 33-26

Leave until: 15 June 1943

In: 10 August 1943

Out: 1 October 1943

The Delegate of the Plenipotentiary
for Special Chemical Production

1396 in France

TRANSLATION OF DOCUMENT No. NI-14834
Cont'd

Name: ATTILIO
First name: Marcel
Date and place of birth: 1st July 1934, PARIS
Address: 8, rue du Four, FOUR (Seine)
Last employer: "Tourneur" in CHEMISERIE-ROBES GILES Mart
(Kreis Badlinghausen)
Hired on: 14 October 1943
Enterprise: RAYNAL,
13, Avenue de Cligny
PARIS 17eme, Phone MARC.10-90

Contract has been broken after he has been employed in Germany.

In: 24 July 1943, Out: 28 July 1943

The Delegate of the Plenipotentiary-General
for Special Chemical Production

1048 In France

Name: BAILLANC
First name: Henri
Date and place of birth: 30 March 1913, PARIS
Address: 1, rue du 1 Vert, BICHSEL
Last employer: I.G. Farbenindustrie-Aktiengesellschaft
Landsberg/Weirbe
Hired on: 10 November 1
Enterprise: Fernand 1
33, Rue Philippe 1

25 November 1943

In: 23 January 1944 Out: 9 February 1944

1911 In France

CERTIFICATE OF TRANSLATION

I, Leon LATHEBROUETTE, EPO #483, hereby certify that I am thoroughly conversant with the French and English languages; and that the above is a true and correct translation of Document No. NI-14834.

Leon LATHEBROUETTE,
EPO #483.

Case 6
Sep 29/43

Exh # 2056

TRANSLATION OF EXCERPTS OF DOCUMENT NO.
NL 14728
OFFICE OF CHIEF OF COUNSEL FOR WAR
CRIMES

(stamp:) This letter has been submitted
'to the members of the meeting 2 29
'of the Technical Management.
(Initial)
(stamp:)
Confidential

I.G. Farbenindustrie Aktiengesellschaft
Technical Commission
Technical Departments of Sparte III
Filmfabrik, Wolfen, Nr. Bitterfeld

27 August 1943 Det.

To the members of the Technical Committee:

| | | |
|------------------------------------|-----------------------|----------------------|
| Director Dr. Kuchno, | Leverkusen | |
| Director Dr. von Meer, | Frankfurt/Main | |
| Director Dr. Wurster, | Ludwigshafen | |
| Director Dr. Amros, | Ludwigshafen | |
| Director Prof. Dr. Lautenschlager, | Frankfurt/Main-Hochst | |
| Director Dr. Suergin, | Bitterfeld | (stamp:) |
| Director Dr. Gajewski, | Wolfen-Film | Secretary |
| Director Dr. Schneider, | Leunawerke | Prof. Lautenschlager |

To the members of the Technical Commission:

| | |
|-----------------------|-----------------------|
| Director Jaehne, | Frankfurt/Main-Hochst |
| Director Dr. Sauer, | Leunawerke |
| Director Dr. Binsler, | Leverkusen |
| Director von der Bey, | Bitterfeld |
| Director Dr. Rymann, | Ludwigshafen |
| Director Biedenkopf, | Schkopau |
| Director Riess, | Wolfen-Film |

Subject: Ieko (Technical Commission) Meeting.

I am sending you in the enclosure the minutes of the meeting of the Technical Commission which was held in Vienna on 18, 19 and 20 August 1943.

(signature) - i s s

Distribution:
By addressal 18
Bitterfeld 8
Leunawerke 2
Leverkusen 6
Ludwigshafen 3
Hochst (Office of Chief-Engr.) 8
Wolf 4
Z.A.-Buero Frankfurt 1
TEL-Buero Frankfurt 1
48

(page 2 of original)

.....

MINUTES

of the meeting of the Technical Commission on 18, 19 and
20 August 1943 in Vienna, Grandhotel.

| | | |
|----------|----------------------------|--------------------|
| Present: | Director Jachne, | Reichet (Chairman) |
| | Director Dr. Sauer, | Lohnwerke |
| | Director Dr. Minsch, | Lovorkusan |
| | Director Prof. Dr. Hencky, | Bitterfold |
| | Director Dr. Eymann, | Ludwigshafen |
| | Director Dr. Biedenkopf, | Schkopau |
| | Director Riess, | Wolfen-Film |

also present at the inspection at Weesbierbaum and Pressburg:
Director Dr. Kuchna, Lovorkusan
absent: Director van der See, Bitterfold

.....

(page 5 of original)

Print 5. Problem of craftsmen.

Remarks:

a) Craftsmen for Auschwitz.

The support of Auschwitz which had been decided upon is to be executed.
It can be undertaken, however, only against advance substitution. Jachne
is going to talk to Dr. Bitterfold in Auschwitz about the details.

.....

(page 12 of original)

I.C. Reichet

Our Reference
Office of Chief-Engr.
J/B.

(stamp)
Secretariat
'Prof. Lautenschlaeger'
'Reich: 2 August 1943'
Toko
5 August 1943 Pd. page

To the members of the Technical Committee:

(stamp)

| | | |
|-------------------------------------|---------------|-------------|
| Director Dr. Kuchna | Lovorkusan | 17 Aug 1943 |
| Director Dr. van der See, | Frankfurt/M | (Initial) |
| Director Dr. Wurster, | Ludwigshafen. | |
| Director Dr. Abres, | Ludwigshafen | |
| Director Dr. Heerlein, | Alberfeld | |
| Director Dr. Buegin, | Bitterfold | |
| Director Dr. Rajewski, | Wolfen-Film | |
| Director Prof. Dr. Lautenschlaeger, | Reichet | |
| Director Dr. Schasider, | Lohn-Werke | |

(page 12 of original, Cont'd.)

To the Members of the Technical Commission:

| | |
|-----------------------|--------------|
| Director von der oy, | Bitterfeld |
| Director Dr. Einaler, | Leverkusen |
| Director Dr. Bauer, | Ludwigshafen |
| Director Dr. Bymann, | Ludwigshafen |
| Director Riess, | Holten-Film |
| Director Biedenkopf | Schkopau |

Subject: Teko (Technical Commission) Meeting.

I herewith invite you to a meeting of the Technical Commission for
Wednesday, 16 August 1943 in Vienna, Grand Hotel.

Certificate of Translation

I, JOHN J. BOLL, AGO No. 44442-A, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of excerpts of document No. NI-14728.

JOHN J. BOLL,
U.S. Civilian
AGO No. 4444-A

Case 6
Sgt. Gush
C6

TRANSLATION OF EXCERPTS OF DOCUMENT NO.
SI-14730
OFFICE OF CHIEF OF COUNSEL FOR WAR
CRIMES

EXH #2057

(Stamp: Confidential)

I.G. Farbenindustrie Aktiengesellschaft
Technical Commission
Technical Departments of Sparte III
Filmfabrik, Wolfen, Kr. Bitterfeld

15 March 1944 Re.

(Stamp: Secretariat)

Prof. Lautenschlaeger

To the members of the Technical Commission:

Rec'd 20 March 1944

| | |
|-------------------------------------|-----------------------|
| Director Dr. Jacke, | Leverkusen |
| Director Dr. ter Meer, | Frankfurt/Main |
| Director Dr. Wurster, | Ludwigshafen |
| Director Dr. Ambros, | Ludwigshafen |
| Director Prof. Dr. Lautenschlaeger, | Frankfurt/Main-Hochst |
| Director Prof. Dr. Hoerlein, | Bitterfeld |
| Director Dr. Bueglin, | Bitterfeld |
| Director Dr. Gajewski, | Wolfen-Film |
| Director Dr. Schneider, | Leunawerke |

To the members of the Technical Commission:

| | |
|-----------------------|-----------------------|
| Director Jacke, | Frankfurt/Main-Hochst |
| Director Dr. Seuer, | Leunawerke |
| Director Dr. Dingler, | Leverkusen |
| Director von der Hey, | Bitterfeld |
| Director Dr. Ryman, | Ludwigshafen |
| Director Biedenkopf, | Schkopau |
| Director Fless, | Wolfen-Film. |

Subjects Taken (Technical Commission) Meeting.

I am sending you in the enclosure the minutes of the meeting of the Technical Commission which took place on 20 February 1944 in Frankfurt/Main.

(signature: R i s s)

Distribution:
 by addressees 16
 Bitterfeld 8
 Leunawerke 6
 Leverkusen 6
 Ludwigshafen 3
 Hochst (Office of the Chief Engr. B
 Wolf 4
 Z.A. Suero Frift. 1
 TGA-Suero Frift. 1
 60

(page 2 of original)

I.G. Farbenindustrie Aktiengesellschaft
Technical Commission
Technical Departments of Sparte III
Filmfabrik, Wolfen Nr. Bitterfeld

15 March 1944 Pas/Ka.

M i n u t e s

of the Meeting of the Technical Commission
on 29 February 1944 at
F r a n k f u r t / M a i n

Present: Director Sachse, Hoechst (Chairman)
Director Dr. Sauer, Leunawerke
Director Dr. Bessler, Leverkusen
Director Prof. Dr. Baucke, Bitterfeld
Director Dr. Bymann, Ludwigshafen
Director Biedackopf, Schkopau
Director Riess, Wolfen-Film

Absent: Director von der Bey, Bitterfeld

.....
(page 3 of original)

Point 3. Problem of Craftsmen.

Remarks:

a) Allotment of workers for Auschwitz.

Because of the well-known difficulties in Auschwitz and because of the difficulty of giving over additional workers from other I.G. plants the Toko is going to make the following suggestion to the TMA:

84 people who are to be given a chance to improve themselves as leadership-personnel are to be permanently given up in accordance with the distribution that has been previously decided upon. People who are now in Auschwitz and are not willing to stay there can be exchanged. These 84 people will be given up without substitutes. Also the other craftsmen who are still in Auschwitz are to stay 6 months instead of 3 months.

.....
(page 12 of original)

(handwritten notes)

Ps. According to letter of (?) Lange (stamp:) signed: Lange 22/2
According to letter of (?) Winnacker action taken

(stamp:) signed: Winnacker

i.f. action taken

I.G. MOBC ST

T o k o

Technical Commission

Our Reference

Date

Page

Office of Chief Engr. 15 February 1944

B/

To the Members of the Technical Committee

(page 12 of original, cont'd.)

| | |
|------------------------------------|------------------------|
| Director Dr. Kuehn, | Lowerkussen |
| Director Dr. ter Meer, | Frankfurt a.M. |
| Director Dr. Wurster, | Ludwigshafen |
| Director Dr. Ambros, | Ludwigshafen |
| Director Dr. Koorlein, | Biberfeld |
| Director Dr. Guergin, | Bitterfeld |
| Director Dr. Rajewski, | Wolfen-Film |
| Director Prof. Dr. Lautenschlager, | Bonnat (Stamps) |
| Director Dr. Schneider | Leunawerke Secretariat |

To the members of the Technical Commission:

Prof. Lautenschlager
Rec'd. 18 Feb 1944

| | |
|-----------------------|--------------|
| Director von der Hey, | Bitterfeld |
| Director Dr. Hinkel, | Lowerkussen |
| Director Dr. Sauer, | Leuna-Werke |
| Director Dr. Ryman, | Ludwigshafen |
| Director Riess, | Wolfen-Film |
| Director Biedenkopf | Schkopau |

Subject: Take (Technical Commission) Meeting.

I herewith invite you to a meeting of the Technical Commission for Tuesday, 29 February 1944 in Frankfurt (Main), Gradenburgplatz. The meeting begins at 0900.

CERTIFICATE OF TRANSLATION

JOHN J. BOLL, AGO No. 444412-A, herewith certify that I am thoroughly conversant with the German and English languages and that the above is a true and correct translation of excerpts of document No. NI-14750.

JOHN J. BOLL
U.S. Civilian
AGO No. 444412-A

*can be
sup. sign.*

 TRANSMISSION TO MEMBERS OF GOVERNMENT NO.
 NI-14729
 OFFICE OF CHIEF OF SO. HSH. FOR WAR
 CRIMES

(Stamp)
 This letter has been sub-316
 mitted to the members of
 the meeting 8 May 44 of the
 Technical Management

EX #2058

(stamp)
 Strictly Confidential

I.G. Farbenindustrie Aktien Gesellschaft
 Technical Commission
 Technical Department of Sparte III
 Filmfabrik, Wolfen Nr. Bitterfeld

(initial)
 27 April 1944 Ko.

(stamp)
 SECRET
 Prof. Lautenschlaeger
 Rec'd 6 May 1944

To the members of the Technical Committee:

| | |
|-------------------------------------|-------------------------|
| Director Dr. Jachne, | Levorkusson |
| Director Dr. ter Meer, | Frankfurt/Main |
| Director Dr. Warster, | Ludwigshafen |
| Director Dr. Ambros, | Ludwigshafen |
| Director Prof. Dr. Lautenschlaeger, | Frankfurt/Main, Hoechst |
| Director Prof. Dr. Boerlein, | Bitterfeld |
| Director Dr. Bueglin, | Bitterfeld |
| Director Dr. Gajowski, | Wolfen-Film |
| Director Dr. Schneider, | Leuna-Werke |

To the members of the Technical Commissions:

| | |
|-----------------------|------------------------|
| Director Jachne, | Frankfurt/Main Hoechst |
| Director Dr. Bauer, | Leuna-Werke |
| Director Dr. Hinkel, | Levorkusson |
| Director von der Dey, | Bitterfeld |
| Director Dr. Eymann, | Ludwigshafen |
| Director Biedenkopf, | Schkopau |
| Director Riess, | Wolfen-Film |

Subjects: Ioko (Technical Commission) Meeting.

I am sending you in the enclosure the minutes of the 161st meeting of the Technical Commission which was held in Auschwitz on 12, 13 and 14 April 1944.

(signature) Riess

Distribution:
 By addresses 16
 Bitterfeld 8
 Leuna-Werke 5
 Levorkusson 5
 Ludwigshafen 3
 Hoechst (Office of Chief Engr.) 8
 Wofi 4
 Z.A.-Bureau Frft. 1
 TEA-Bureau Frft. 1
 51

(page 2 of original)

I.G.F. Rheinindustrie Aktiengesellschaft
Technical Commission
Technical Departments of Sparte III
Filmfabrik, Wolfen Fr. Bitterfeld

27 April 1944 Hse/Kc.

M i n u t e s

of the 161st meeting of the Technical Commission on 12,
13 and 14 April 1944 at A u s c h w i t z

| | | |
|----------|-----------------------|--------------------|
| Present: | Director Jachno, | Hoechst (Chairman) |
| | Director Dr. Bauer, | Leunawerke |
| | Director Dr. Hinzler, | Leverkusen |
| | Dr. Burger, | Bitterfeld |
| | Director Dr. Eymann, | Ludwigshafen |
| | Director Biedenkopf, | Schkopau |
| | Director Riese, | Wolfen-Film |
| Absent: | Director von der Boy, | Bitterfeld |

Point 2. Problem of craftsmen.

Remarks:

a) Allotment of workers to Auschwitz.

This is to acknowledge again the allotment of 84 German leadership-
personnel for Auschwitz, as ordered by the TNA.

(page 3 of original)

The craftsmen who are selected by job will still have to be furnished
especially by Lower Rhine and Sparte III.

The critical state and the special conditions of Auschwitz were treated
separately in the reports of the gentlemen from Auschwitz.

(page 11 of original)

(handwritten notes:) I.G. Hoechst
Attention Director W. Lange, Technical Commission
cc. Our Reference
Office of Chief Engr.

Date Taken
9 3 April 1944 Page
B.
Ho.

To the members of the Technical Committee:

| | |
|-------------------------------------|----------------|
| Director Dr. Kuchne, | Leverkusen |
| Director Dr. ter Meer, | Frankfurt a.M. |
| Director Dr. Warster, | Ludwigshafen |
| Director Dr. Ambros, | Ludwigshafen |
| Director Dr. Boorlein, | Elberfeld |
| Director Dr. Burgin, | Bitterfeld |
| Director Dr. Gajewski, | Wolfen-Film |
| Director Prof. Dr. Leutenschlaeger, | Hoechst |
| Director Dr. Winnacker, | Hoechst |

(page 11 of original, Cont'd.)

Director Dr. Schneider, Leuna-Werke

To the members of the Technical Commission:

| | |
|-----------------------|--------------|
| Director von der Hey, | Bitterfeld |
| Director Dr. Haefer, | Leverkusen |
| Director Dr. Sauer, | Leuna-Werke |
| Director Dr. Rymann, | Ludwigshafen |
| Director Hesse, | Wolfen-Film |
| Director Biedenkopf, | Schkopau |

Subject: Teko (Technical Commission) Meeting.

I herewith invite you to a meeting of the Technical Commission in
Auschwitz for the period from 12 to 14 April 1944 inclusive. The
meeting begins at 0900.

CERTIFICATE OF TRANSLATION

I, JOHN J. ROLL, AGC No. 44412-A, hereby certify that I am thoroughly
conversant with the German and English languages and that the above is
a true and correct translation of excerpts of document No. NI-14729.

JOHN J. ROLL
U.S. Civilian
AGC No. 44412-A

File # 4059

AFFIDAVIT

I, Robert JAMES, resident in Cologne-Grechen, Eberswalderweg 5, born 11 Feb 1912 in Frankfurt/Main, having been warned that I will be liable to punishment for making false statements, herewith state the following under oath, voluntarily and without coercion:

1. I joined IG Lema as Dipl.-Ing. (electrical engineer) on 1 Feb 1942. From Lema I was engaged for IG Auschwitz, where I worked from 5 Jan 1943. Previously I had been in IG Biels from April 1942 to December 1942. In IG Auschwitz I worked in the power plant (Building 1951, A Street). My immediate superior was Oberingenieur Dr. APPEL, who was under Wehrer DIERCKHEIM's orders.
2. 3-4 detachments of inmates, each consisting of about 100 men with 1 capo each, worked in my section. There were however considerably more detachments of inmates in the entire power plant of IG Auschwitz.
3. Of all the people employed in IG Auschwitz, the inmates received the worst treatment. They were beaten by the capos, who in their turn had to see to it that the amount of work prescribed when and their detachments by the IG foreman was carried out. Besides other, also they were punished by being beaten in the evening in the Monowitz Camp. A general driving system prevailed on the IG construction site, so that one cannot say that the capos alone were to blame. The capos drove the inmates in their detachments exceedingly hard, in self-defence, so to speak, and did not shrink from using any means of increasing the work of the inmates just so long as the amount of work required was done. The clothing of the inmates was exceedingly deficient. I cannot imagine that I could have existed in that clothing. If I had only worn this thin striped suit and winter coat, on cold winter days of up to -30° Cent.

(page 2 of original)

Most of the inmates had wooden shoes. At noon the inmates were given a thin, poor soup. They had very little to eat as they had no opportunity for procuring additional food.

I have seen that inmates on the IG construction site had to carry sacks of cement weighing 50 kg, which sometimes were heavier than the inmates who had to carry them.

After finishing work, the inmates were exhausted and I have seen that some supported each other when they marched away from the IG works.

4. When we in the power plant needed new inmates, we applied to our construction chief, Montau, who took the necessary steps. I am aware that we had a special department in IG Auschwitz, which as far as I remember was under FISCHER's charge, and which applied directly to the concentration camp for additional inmates as workers.

5. I know that apart from being beaten with canes, the inmates in Monowitz were punished by being confined to the so-called "standing bunker" (Stehbunker), i.e. they had to stand in a chamber measuring 1.25 etc. I know this because when one day one of my skilled workers could not work, I inquired and found out that he had spent the night in the "standing bunker". When we complained this penalty was supposed to be discontinued.

-2-
TRANSLATION OF DOCUMENT No. NL 12002
Sept 4

5. I gave orders in that part of IG Auschwitz under my jurisdiction that the amount of work required from the inmates should really correspond to the amount of work which could be done and not exceed this. The foremen under me had to give their instructions to the capos accordingly.

7. I consider the confinement of human beings to a concentration camp to be unjust. It is equally unjust to force these people to work against their will.

8. In November 1944 I heard for the first time that human beings were being gassed in

(page 3 of original)

the concentration camp Auschwitz. I heard of this in connection with the report that a detachment of 150 inmates who were supposed to be gassed had broken out. These inmates were supposed to have thrown the capos against the electric fence and then run away.

I have carefully read each of the three (3) pages of this affidavit and personally countersigned it, have made the necessary alterations in my own handwriting and initialed them, and herewith declare under oath, that in this statement I have told nothing but the truth to the best of my knowledge and belief.

(signature) Norbert Jahnke
NORBERT JAHNKE

Sworn to and signed before me this 22nd day of October 1947
at Bamberg by Norbert JAHNKE
known to me to be the person making the above affidavit.

(signature) Benvenuto von Halle
U.S. Civilian
AO #0 432538
Office of Chief of
Council for War Crimes

Certification

I, Frome A. SCHWARTZ, ETO #20106, hereby certify that the above is a true and correct copy of document No. NL-12002, the original of which is in the German language.

Frome A. SCHWARTZ,
ETO #20106

CERTIFICATE OF TRANSLATION

I, DOROTHEA L. GALEWSKI, ETO #34079, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. NL-12002.

Dorothea L. GALEWSKI,
ETO #34079.

*Casey
sep 26*

TRANSLATION OF DOCUMENT NO. NI-14277
OFFICE OF CHIEF OF COUNSEL FOR WAR
CRIMES

Vol. 2 4060

W RO III

18 August 1939.

Suppliers of Acid to the Powder & Explosives
Factories

in peace time
according to statements by Dr. Schmidt, Wa J Rue 9.

| | | | | |
|--------------------|------------------|------------|--------------------------------|------------------|
| Ellenburg | HS | Wolfen | Fuming sulphuric acid | Doerberitz |
| | HS | Hoechst | " | " |
| | HS | Pisteritz | " | Wolfen |
| Doernitz | HNO ₃ | Wolfen | " | " 20% Doerberitz |
| | HS | Wolfen | " | " 27% Doerberitz |
| | HS | Hoechst | H ₂ SO ₄ | Wolfen |
| Kessisch-Lichtenau | HS | Hoechst | Fuming sulphuric acid | 27% Ludwigs. |
| | | | " | 27% Leverkusen. |
| Kruemmel | HS | Hoechst | Fuming sulphuric acid | 65% Wolfen |
| | HS | Wolfen | " | " 65% Ludwigs. |
| | HS | Pisteritz | " | " 65% Hoechst |
| | HNO ₃ | Wolfen | " | " 27% own |
| | HNO ₃ | Pisteritz | " | " 27% Doerberitz |
| | | | 65 mixed acid?? | |
| Schlebusch | HS | Leverkusen | Fuming sulphuric acid | 27% own |
| Troisdorf | HS | Leverkusen | Fuming sulphuric acid | 35% Leverkusen. |
| | HNO ₃ | Hoechst | | |
| | HNO ₃ | Leverkusen | | |
| Clausthal | HS | Hoechst | Fuming sulphuric acid | 27% |
| | HS | Pisteritz | " | Doerberitz |
| Griesheim | HS | Hoechst | | 27% Wolfen |
| | HS | Wolfen | | |
| Ueckersuende | HS | Pisteritz | Fuming sulphuric acid | 27% Doerberitz |
| Schoenbeck | HNO ₃ | Hoechst | Fuming sulphuric acid | 27% |
| | HS | Wolfen | | Giesche |
| Elsnig | HS | Hoechst | H ₂ SO ₄ | Giesche |
| | HS | Wolfen | Fuming sulphuric acid | 27% |
| | HS | Pisteritz | " | Giesche |
| Reinsdorf | | | " | " 27% v. Heyden |
| | HNO ₃ | Coswig | H ₂ SO ₄ | Coswig |
| | Mixed acid | Hoechst | | |
| | | Wolfen | Fuming sulphuric acid | 20% |
| | | Pisteritz | | Coswig |

(trans. noted handwritten:
to files 66 b 1161)

(page 3 of original)

| | | | | |
|--------------|----------------------------|--------------------------|--|---------------|
| Klets | mixed acid 65 | Wolfen | H ₂ SO ₄ | Union Stettin |
| Terselow | mixed acid 65 | Wolfen | H ₂ SO ₄ | Union Stettin |
| Wolf Bonlitz | HNO ₃ | Hoechst | fuming sulphuric acid | |
| | 65 mixed acid | Hoechst | 35% Fahlberg List | |
| | | | fuming sulphuric acid | |
| | | | 65% Fahlberg List | |
| | H ₂ | Wolfen | fuming sulphuric acid | |
| | | | 65% IG-Leverkuesen | |
| | | Ludwigshafen | | |
| Museu | 238 t/No. HNO ₃ | D. Teerfarben AG, Vienna | (trans.note: handwritten) | |
| | | | fuming sulphuric acid 20% 393 HNO ₃ | |
| | | | from Lissing (Firm Wegmann) | |

CERTIFICATE OF TRANSLATION

I, DOROTHEA L. GALEWSKI, ETO #34079, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. NL-14277.

Dorothea L. GALEWSKI,
 ETO #34079.

E N D

REQUISITION OF D.C. NO. 81-14276
OFFICE OF CHIEF OF BUREAU
FOR THE CHIEF

(trans note: stamp: TOP SECRET
DRAFT)

Berlin 27 February 1939

WFO III

2 copies
2 copy

EX #2061

REQUISITION OF THE EXPLOSIVES PLANT
FOR HIGHLY CONCENTRATED NITRIC ACID

(started on 1 April 1939)

(handwritten: a)

| Plant | From | (Gross wt.) | tons per month |
|--|-----------------|-------------|-----------------|
| Krummel | Babben | (5000) | 500 |
| Walerode (New Plant) | " | | 256 |
| Doornitz | " | | 500 |
| | | | 1256 |
| Exresin | Doornitz | (2500) | 801 |
| Torgelow | " | | 372 |
| Gussen | " | | 980 |
| | | | 2153 |
| Doornitz | Wolfen | (4000) | 709 1: (Trans. |
| Xilietz | " | | 522 1: Total: |
| Schoenebeck | " | | 526 1: Highly |
| Reinsdorf | " | | 303 1: concen- |
| Wittenburg | " | | 1256 1: trated |
| Blonig | " | | 840 1: acid... |
| Wolfen | Own consumption | | 333 (illegible) |
| | | | 4099 |
| Reinsdorf | Plesteritz | (2500) | 2300 |
| | | | 2300 |
| Glunthal | Sonderehausen | (2500) | 1095 |
| | | | 1095 |
| Krummel | Beecht | (7000) | 1556 |
| Walerode (Old Plant) | " | | 1182 |
| Troisdorf | Leverk.) | | 734 |
| Schlebusch | ") from Beecht | | 507 |
| Wargendorf | Beecht | | 26 |
| D...G...Lichtenau | " | | 1402 |
| Griesheim (Chemical warfare plants) | " | | 203 |
| | | | 5002 |
| | | | 5435 |

(trans note: Stamp to the file WFO III handwritten: distributed
on 21 Feb 1939 according to above list at meeting in...St. Am. office
(initials) 3 March)

(page 2 of original)

RAW MATERIALS REQUIREMENTS FOR POWDER,
EXPLOSIVES, CHEMICAL WARFARE AGENTS AND
SMOKE SCREEN AGENTS ACCORDING TO CAPACITY
AND MOBILIZATION REQUIREMENTS OF THE
FINISHED PRODUCT FACTORIES AND THEIR
SUB-CONTRACTORS.

Material: Nitric Acid (HNO_3)

Situation on 1 October 1938

| (illegible word) | Requirements tons per month according to capacity | Requirements tons per month according to capacity | Sub-Contractors |
|--|---|--|-----------------------------------|
| | (recovery not taken into account) and intended for sub-manufacture*) | | |
| I. For finished factories: (1 Oct 1938) | | | |
| Wesag, Reinsdorf | | | |
| Monohydrate | | | Bayr. Stickstoffwerk |
| Mixed acid | | | Picasterite 90% |
| Waste mixed acid 90% | 3 185 | 2 740 | IG-Farben, Wölfen 10% |
| Deutsche Sprengchemie, Elletz | | | |
| Mixed acid | | | |
| Waste mixed acid 90% | 465 | 465 | IG-Farben, Wölfen 100% |
| Wolff & Co, Walserode | | | |
| Mixed acid | | | |
| Waste mixed acid 90% | 547 | 1 400 | IG-Farben, Hoechst 100% |
| DAG Kruemmel | | | |
| Monohydrate | | | |
| Mixed acid | | | |
| Recycled acid 90% | | | |
| " " " 55% | | | |
| Waste mixed acid 45% | 3 073 | 2 420 | IG-Farben, Hoechst 100% |
| DAG Clausen | | | |
| Mixed acid | | | |
| Recycled acid 55% | | | |
| Waste mixed acid 90% | 1 269 | 1 074 | IG-Farben, Hoechst 100% |
| DAG Schloebusch | | | |
| Mixed acid | | | |
| Waste mixed acid 90% | 576 | 507 | IG-Farben, Oppau- Hoechst 100% |

(page 3 of original)

| Contractor | Requirements tons per month according to capacity | Requirements tons per month according to mobilization orders | Sub-Contractors |
|--|--|--|--|
| (recovery not taken into account) (and intended for sub-manufacture) | | | |
| D. A. G. Doernitz Monohydrate } Mixed acid } Waste mixed acid (MH-) Recycled acid 95% | 1 245 | 1 082 | I. G. Farben, Wolfen 100% |
| D. A. G. Hoesel-Lichtenau Monohydrate } Mixed acid } | 911 | 1 130 | I. G. Farben, Hoechst 100% |
| Wessing, Elanig Monohydrate } Mixed acid } Waste mixed acid (MH-) | 1 288 | 640 | I. G. Farben, Wolfen 100% |
| Ligasso, Schoenebeck Monohydrate } Mixed acid } Recycled acid (MH-) Waste mixed acid | 703 | 466 | I. G. Farben, Wolfen 100% |
| D. A. G. Gassen Monohydrate } Mixed acid } Recycled acid 45% " " 90% Waste mixed acid (MH-) | 1 356 | 1 483 | I. G. Farben, Wolfen 100% |
| D. A. G. Troisdorf Monohydrate } Mixed acid } Recycled acid 45% | 625 | 396,5 | I. G. Farben, Oppau- Hoechst |
| D. C. F. Eilenburg Mixed acid } Waste mixed acid MH- Recycled acid 45% | 1 117 | 1 005,5 | I. G. Farben, Wolfen (trans. note: handwritten: Hoechst, Pilschke) |

(page 4 of original)

| Contractor | Requirements tons per month according to capacity | Requirements tons per month according to mobilization orders | Sub-Contractors |
|---|--|--|------------------------|
| Situation on 1 Oct 1938 (recovery not taken into consideration) intended for sub-manufacture* | | | |
| I.G. Wolfen Monohydrate Mixed acid Recycled acid | 343 | 343 | own production |
| D.A.G. Wuerzendorf Monohydrate Waste mixed acid MH- | 68 | 25.5 | I.G. Farben, Hoechst |
| D.A.G. Hanau Monohydrate Waste mixed acid MH- | 63 | 62 | I.G. Farben, Hoechst |
| Eggen-Tergeloh Monohydrate Mixed acid | — | 966 | I.G. Farben, Duerkheim |
| (trans.note: handwritten: Griesheim) | 957 | | Hoechst |

(page 5 of original)

RAW MATERIALS REQUIREMENTS FOR POWDER,
EXPLOSIVES, CHEMICAL FOR WARFARE AGENTS
AND SMOKE SCREEN AGENTS ACCORDING TO
CAPACITY AND MOBILIZATION REQUIREMENTS
OF THE FINISHED PRODUCT FACTORIES AND
THEIR SUB-CONTRACTORS.

Material: Sulphuric Acid (50%)

| Contractor | Requirements tons per month according to capacity | Requirements tons per month according to mobilization orders | Sub-Contractors |
|---|--|--|--|
| Situation on 1 Oct 1938 (recovery not taken into account) and intended for sub-manufacture* | | | |
| I. For finished factories (1 Oct 1938) | | | |
| Wassag, Emsdorf H ₂ SO ₄ MH Fuming sulphuric acid 20% Mixed acid (H ₂ SO ₄ MH) 50 100% Waste mixed acid H ₂ SO ₄ MH) | 194.2 1 934 | | I.G. Farben, Wolfen 45% I.G. Farben, Hoechst 55% Chem. Fabr. Goswig 100% |

| | | | |
|---------------------------------------|---------|----------------------------------|------|
| Deutsche Sprengchemie, Elster | | | |
| Mixed acid H_2SO_4 MH) | 251.1 | I.G. Farben, Wolfen | 100% |
| Recycled acid H_2SO_4 98% | | | |
| Waste mixed acid H_2SO_4 MH) 277 | | | |
| Wolff & Co., Walserode | | | |
| Fuming sulphuric acid 55%) | 505.4 | Worrdt-Affinerie | 100% |
| mixed acid) | | | |
| H_2SO_4 MH) | 221.1 | IG Farben, Hoechst | 100% |
| Waste mixed acid) | | | |
| H_2SO_4 MH) 418 | | | |
| DAG, Kruemmel | | | |
| H_2SO_4 MH | 352.9 | IG Farben, Hoechst | |
| Fuming sulphuric acid 27%) | 1 584.8 | | |
| " " " 65%) | 79.1 | SO ₃ Betrieb Kruemmel | |
| " " " 27%) | 123.8 | | |
| " " " 35%) | 119.7 | Worrdt-Affinerie | 100% |
| " " " 65%) 3 548 | 119.3 | | |
| DAG Olenethal | | | |
| fuming sulphuric acid 27%) | 1 585.0 | Coker La u Hse | 100% |
| Mixed acid H_2SO_4 MH) | 119.5 | IG Farben, Hoechst | 100% |
| Recycled H_2SO_4 96%) | | | |
| Waste mixed acid H_2SO_4 MH) 2 374 | | | |

(page 5 of original)

| Contractor | Requirements tons per month according to capacity | Requirement tons per month according to mobilisation orders | Sub-Contractors |
|------------|--|---|-----------------|
|------------|--|---|-----------------|

Situation 1 Oct 1938

(recovery not taken into account)
and intended for sub-manufacture*)

| | | | |
|---------------------------------------|---------|-----------------------|-------|
| D. A. G. Schlebusch | | | |
| Fuming sulphuric acid 27%) | 854.7 | DAG Schlebusch | |
| Mixed acid H_2SO_4 MH) | 56.4 | IG Farben, Leverkusen | |
| Waste mixed acid H_2SO_4 MH) 1 259 | | | |
| D. A. G. Doemitz | | | |
| H_2SO_4 MH) | 130.4 | IG Farben, Wolfen | |
| Fuming sulphuric acid 27%) | 1 485 | IG Farben, Doerbitz | 76.7% |
| Mixed acid H_2SO_4 MH) | | Giesche's Erben | 23.3% |
| Recycled acid H_2SO_4 96%) | | | |
| Waste mixed acid H_2SO_4 MH) 1 952 | | | |
| D. A. G. Koss-Lichtenau | | | |
| H_2SO_4 MH) | 282.1 | IG Farben, Leverkusen | |
| Mixed acid H_2SO_4 MH) | (| | |
| Recycled acid H_2SO_4 96%) 1 349 | (95.9 | IG Farben, Hoechst | |
| Fuming sulphuric acid 27%) | 1 086.8 | IG Farben, Leverkusen | |

-6-
TRANSLATION OF DOCUMENT No. NI-14378
Cont'd

| | | | |
|--|---------|--|--------------------------------|
| Wassag, Hlanig | | | Giese's Erben 50,3% |
| H ₂ SO ₄ MH | 219,5 | | IG Farben, Hoechst 39,7% |
| Purifying sulphuric acid (27%) | 1 454,9 | | Chem. Fabr. v. Heyden |
| | | | Weissig 33,3% |
| | | | Giese's Erben, Magdeburg 55,6% |
| Mixed acid H ₂ SO ₄ MH | | | |
| Recycled acid H ₂ SO ₄ 96% | 2 514 | | |
| Lignoso, Schoenbeck | | | |
| Purifying sulphuric acid (27%) | 844,4 | | Giese's Erben, Magdeburg |
| Mixed acid H ₂ SO ₄ MH | 47,7 | | IG Farben, Wolfen |
| Recycled acid H ₂ SO ₄ 96% | | | |
| Waste mixed acid H ₂ SO ₄ MH | 1 509 | | |
| Recycled acid H ₂ SO ₄ 70% | | | |
| D.A.G. Troisdorf | | | |
| H ₂ SO ₄ | 32,5 | | IG-Farben, Leverkusen |
| Purifying sulphuric acid (35%) | 193,6 | | " " |
| Mixed acid H ₂ SO ₄ MH | 542 | | |

(page 7 of original)

| Contractor | Requirements tons per month according to capacity | Requirements tons per month according to mobilisation orders | Sub-Contractors |
|------------|--|--|-----------------|
|------------|--|--|-----------------|

Situation 1 Oct 1938
(recovery not taken into account)
and intended for sub-manufacture*)

| | | | |
|--|-------|------|--------------------------|
| D.A.G. Gieson | | | |
| Purifying sulphuric acid (35%) | 597,5 | | Giese's Erben, Magdeburg |
| Mixed acid H ₂ SO ₄ MH | 330,0 | | IG Farben, Wolfen 55,3% |
| Recycled acid H ₂ SO ₄ 96% | 1 354 | | IG Doberitz 41,7% |
| D.C.F. Bilenburg | | | |
| Purifying sulphuric acid (28%) | 580,0 | | IG Farben, Wolfen |
| Mixed acid H ₂ SO ₄ MH | 111,9 | | " " |
| I.G. Wolfen | | | |
| H ₂ SO ₄ MH | | | |
| Purifying sulphuric acid (27%) | | | |
| Mixed acid H ₂ SO ₄ MH | 295 | 295 | Own production |
| Fahlberg-List, Magdeburg | | | |
| SO ₃ 100% | 870 | 870 | own production |
| v. Heyden, Weissig | | | |
| SO ₃ 100% | 783 | 783 | " " |
| I.G. Hoechst | | | |
| SO ₃ 100% | 326 | 326 | " " |
| I.G. Leverkusen | | | |
| SO ₃ 100% | 435 | 435 | " " |
| D.A.G. Wuergerdorf | | | |
| Mixed acid H ₂ SO ₄ MH | 33 | 10,7 | IG Farben, Hoechst |

D. A. G. Hansen
H₂SO₄ ME 25 23 IG Farben, Hoechst
(trans. note)
(handwritten) (Indwigshafen)

(page 3 of original)

RAW MATERIALS REQUIREMENTS FOR POWDER,
EXPLOSIVES, CHEMICAL WARFARE AGENTS AND
SMOKE SCREEN AGENTS ACCORDING TO CAPACITY
AND MOBILIZATION REQUIREMENTS OF THE FINISHED
PRODUCT FACTORIES AND THEIR
SUB-CONTRACTORS.

Material: Hydrochloric acid. (35%)

| Contractors | Requirements tons per month according to capacity | Requirements tons per month according to mobilization orders | Sub-Contractors |
|--|--|--|-------------------------------------|
| Situation on 1 Oct 1938 (recovery not taken into account) and intended for sub-manufacture.* | | | |
| I. For finished factories (1 Oct 1938) | | | |
| I. G. Uerdingen | 34.6 | 34.6 | IG Farben, Leverkusen |
| I. G. Wolfen | 57.7 | 57.7 | IG Farben, Bitterfeld |
| Ergsten, Straessfurth | 600 | 600 | Selbsterzeugung (own production) |
| Hiedel de Haen, Seelze | 165 | 160 | " " |
| Fahlberg-List, Magdeburg | 130 | 130 | " " |
| von Heyden, Weissig | 117 | 117 | " " |
| I. G. Hoechst | 43 | 43 | " " |
| I. G. Leverkusen | 65 | 65 | " " |

CERTIFICATE OF TRANSLATION

I, Dorothea L. GALEWSKI, ETO #34079, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. NI-14278.

DOROTHEA L. GALEWSKI,
ETO #34079.

E N D

Case 6
up gush.
g

TRANSLATION OF EXCERPTS OF DOCUMENT
NY - 14738
OFFICE OF U.S. CHIEF OF COUNSEL
FOR WAR CRIMES.

File # 20621

Vereinigte Sauerstoffwerke G.m.b.H.
(Associated Oxygen Plants Ltd.)

File Note

on the discussion of various current affairs with the
corporation for Linde's Refrigerating Machines, Hoell-
riegelskroeth and I.G. Farbenindustrie Aktiengesellschaft,
Frankfurt/Main, in the business offices of I.G. Farbenindustrie
Aktiengesellschaft, sales office Berlin W, Lustowplatz 11
on 23 August 1940, 10.30 a.m.

Present

| | | |
|------------------------------|---|----------------------------|
| Generaldirektor Dr. F. Linde |) | Gen. Linde |
| Direktor Wucherer |) | (Linde corporation) |
| Direktor Weber Androno |) | |
| Ministerialrat Dr. Buhl |) | |
| Direktor Jaehne |) | I.G. |
| Direktor Ludwig |) | |
| Professor Dr. Hölzer |) | |
| Prokurist Dr. Hoyer |) | |
| Direktor Mergo |) | Vereinigte Sauerstoffwerke |
| Direktor Kalbfleisch |) | (Associated Oxygen Plants) |

The fact that the representatives of the Linde
corporation and those of I.G. were present at the same
time in Berlin made it possible to discuss the following
business questions:

(page 3 of original)

c) Alsace-Lorraine.

The corporation Linde/I.G. have received a memo-
randum informing them of the first steps undertaken with
the civil administrations in Strasbourg and Sarrebrücken
with regard to the leasing of over of the plants situated
in Lorraine which manufacture oxygen and acetylene. The
following plants must be taken into consideration:

TRANSLATION OF EXCERPTS OF DOC. VI-14738
OFFICE OF U.S. CHIEF OF COUNSEL
FOR WAR CRIMES, CONT'D.

| | | |
|---------------------------------|--|--|
| <u>Strasbourg-Schiltigheim:</u> | Oxygen and acetylene plant of the Air Liquide, Paris | closed down as machines and containers have been evacuated. |
| <u>Muelhausen:</u> | Oxygen and acetylene plant of the Air Liquide, Paris | in operation |
| <u>Marlenbach:</u> | Oxygen plant of the Oxhydrique Francaise Malakoff near Paris | closed down as machines and containers have been evacuated. |
| <u>Diedenhofen:</u> | Oxygen and acetylene plant of the Oxhydrique Francaise Malakoff near Paris | closed down as the electricity plant is destroyed and the supply of current has been cut off since 20 August 1940 in operation again |
| <u>Mannweiler:</u> | Oxygen and acetylene plant of the Air Liquide, Paris | in operation. |

(page 4 of original)

As the negotiations concerning the Alsatian plants made no progress, Direktor Jachno requested a conference with the government of Baden in Karlsruhe. The latter took place on 19 August 1940 together with the Vereinigte Sauerstoffwerke (Associated Oxygen Plants) and in the course of the discussion it was finally possible to bring about an agreement according to our wishes. The Vereinigte Sauerstoffwerke (Associated Oxygen Plants) give a detailed report of this conference and of the negotiations which took place on the same day with the head of the civil administration and afterwards with Ministerpräsident Dr. Kochler in Strasbourg. These negotiations led to a result which was very gratifying to our group and which is recorded in more detail in the memorandum transmitted by the Vereinigte Sauerstoffwerke. Professor Koller reports on his experiences in the course of his different visits to Karlsruhe, Strasbourg and Mülhausen. Further conferences, in particular concerning the

TRANSLATION OF EXCERPTS OF DOC. NI-14738
CONT'D.

afore-mentioned oxygen and acetylene plants in Strasbourg and Mulhausen are planned, according to information from the Vereinigte Sauerstoffwerke, for Monday, 26 August 1940, and in the course of these an attempt is to be made to reach a conclusive result.

Further, the Vereinigte Sauerstoffwerke announce that it has not been possible so far to continue the negotiations for the leasing and/or purchase of the plants in Lorraine. The first conference with the head of the civil administration in Saarbrücken and the steps taken by I.G. in the meantime had a most gratifying result in so far as a few days ago the head of the civil administration entrusted Herr Langer, the production manager of the oxygen plant in Saarbrücken, with the administration of the oxygen plants in Morlenbach and Diedenhofen on a trustee basis. I.G. has established contact with different agencies in order to make it possible to continue negotiations with the authorities in control (Gauleiter Sauckel, Professor Dr. Laer from the office of the head of the civil administration, Metz) for the leasing and taking over of the plants in Morlenbach and Diedenhofen.

In the further course of the discussion it is agreed that the contractual settlements according to which the Linde corporation and I.G. have a 50% participation each in the oxygen business, are applicable to all new territories which are incorporated in the German Reich or allied with it.

(page 5 of original)

If this settlement cannot take place when the plants are leased or purchased, it is to be effected after the leasing or transfer of ownership by a splitting-up of the new plants between the Linde corporation and I.G.

With regard to acetylene which had been given up in the new territories the Linde corporation declares itself ready to do everything which is necessary in order to bring about the quickest possible resumption of manufacture and supplying of consumers.

The Vereinigte Sauerstoffwerke will be given the requisite means so that they can have everything necessary done with regard to the liquidation of the liabilities they have incurred and the taking-over of sales in the new territories.

d) As soon as they are able and possibly in concurrence with Gauleiter Simon, the Vereinigte Sauerstoffwerke will endeavor to clarify the question of prevailing manufacturing conditions in Luxembourg.

TRANSLATION OF EXCERPTS OF DOC. NI-14738
CONT'D.

2) Belgium / Holland.

With respect to the taking-over of plants in these territories it is deemed advisable not to do anything for the time being to establish direct contact with the Dutch and/or Belgian firms. Instead, a letter should be addressed to the Reich Ministry of Economics by the Vereinigte Sauerstoffwerke which, also on behalf of Linde and I.G., should offer technical and commercial help and should intimate, in a cautious form, our preparedness to take an interest in the plants, should the RMW so desire.

3) Generalgouvernement.

There is fundamental approval of an acquisition of control over gas production plants in the Generalgouvernement, including the factory which produces apparatus in Warsaw. As Air Liquide in Paris controlled the capital of these plants which were amalgamated chiefly in the "Porus" and the government apparently wishes German economy to come to a direct understanding with foreign firms.

(page 6 of original)

endeavors are to be made to open up direct negotiations with Air Liquide. The condition for the purchase of the shares (whether in the Eastern or Western regions) is that the government agencies give their approval to the transfer of ownership.

The Linde corporation/I.G. will decide which of their representatives are to conduct the negotiations in Paris. For the time being these will be purely for informational purposes.

(page 12 of original)

(Initials): illegible

5

TRANSLATION OF EXCERPTS OF DOG.NI-14738
CONT'D.

(page 13 of original)

Cont:

INDUSTRIEGAS A.G.
(Industrial Gas Aktiengesellschaft)
Berlin C, Andronestr. 71/73.

VEREINIGTE SAUERSTOFFWERKE G.m.b.H.
(Associated Oxygen Plants Ltd.)
Berlin SW 11, Trebbinerstr. 9.

1 August 1940.

Haupttreuhandstelle Ost,
(Main Trustee Office East)

Berlin W 35
Potsdamerstr. 28.

Re: Perun A.G. Eichenau near Kattowitz
Posen and Bromberg.

We beg to refer to the telephone conversation of
Oberregierungsrat Dr. Matthes with Herr Gazon of the
Industriegas A.G. in which we were instructed to submit
an application for purchase of the Perun Plants in Eichenau
near Kattowitz, Posen and Bromberg.

As stated in the agreement which was conveyed
to you through the Reich Ministry of Economics it has been
settled between the undersigned firms as a matter of
principle that

- 1) the Vereinigte Sauerstoffwerke G.m.b.H. is to take over
the oxygen plants together with all their equipment
for the production of oxygen as well as the oxygen
containers belonging thereto in Posen and Bromberg, the
oxygen containers of the Perun plant in Eichenau and
any equipment for the production and bottling of oxygen
which belongs to the Perun and which is possibly on
hand in the distributing plants in Gorkow and Knurow,
- 2) the Industriegas A.G. will take over
the acetylene plants in Eichenau near Kattowitz and
Bromberg as well as the acetylene containers pertaining
thereto.

We hereby file an application for purchase of the
objects described under 1) and 2). In order to enable us
to work out our offer for purchase we request you to make
available to the firms mentioned at the head of this letter
a list of the buildings and machines which are on hand in
each case together with their accessories and containers.
In addition we request permission to inspect these instal-
lations of the premises.

H o l l e i t l e r !

Industriegas A.G.

Vereinigte Sauerstoffwerke
G.m.b.H.

TRANSLATION OF EXCERPTS OF DOC. NI-14733
CONT'D.

(page 14 of original)

Draft.

Berlin, 2 September 1940.

To the Reich Minister of Economy,

Berlin SW 8
Behrenstr. 43.

Re: Autogenous welding process / Plants for the production
of oxygen and dissolved acetylene in Belgium and the
Netherlands.

We beg to submit the following:

Some engineers amongst our company members who belong to the Gesellschaft fuer Linde's Eismaschinen A.G. (Corporation for Linde's Refrigerating Machines Aktien-gesellschaft), Koenigsplatz near Munich and to I.G. Farbenindustrie Aktien-gesellschaft, Frankfurt/Main have received orders from the Wehrmacht to put the plants in Belgium and the Netherlands which produce oxygen and dissolved acetylene into operation again. We are not aware, however, whether in the meantime all the gas-producing plants which are situated in Belgium and the Netherlands are working again.

In the event that you, too, should desire our cooperation and that of our partner firms, as mentioned above, in putting the gas-producing plants in Belgium and the Netherlands into operation again and in carrying on their production, we hereby, in the name of our partner firms, willingly offer our commercial and technical help to this end, just as we and our partner firms are ready to take a far-reaching interest in the plants, to the extent that this should be deemed suitable by you within the framework of the Grossraumwirtschaft (greater space economy).

In addition, we beg to point out that as far as we know a number of the Belgian plants belong to Air Liquide, Société Anonyme, Paris, which also operates in France nearly all the plants for oxygen and dissolved acetylene and has participations through the Forum in Warsaw in corresponding plants in the (formerly Polish) Eastern territories and in the General Government. According to our information the plants in the Netherlands are under the ownership of Dutch firms.

We cordially request that if necessary we be received for a personal conference in the above affair.

Heil Hitler!

VEREINIGTE BAUERSNOFFWERKE G.m.b.H.

TRANSLATION OF EXCERPTS OF DOC. NI-14738
CONT'D.

CERTIFICATE OF TRANSLATION.

I, DOROTHY E. PLUMMER, USFET 482, hereby certify that
I am thoroughly conversant with the English and German
languages and that the above is a true and correct
translation of excerpts of Document No. NI - 14738.

23 March 1948

DOROTHY E. PLUMMER
USFET 482.

Case 6
rep. 10

TRANSLATION OF DOCUMENT NO. NI- 14739
OFFICE OF U.S. CHIEF OF COUNSEL
FOR WAR CRIMES.

Exh # 4063

VEREINIGTE SAUERSTOFFWERKE G.m.b.H.
(ASSOCIATED OXYGEN PLANTS LTD.)
HEAD ADMINISTRATION BERLIN SW 11,
TREBBINER STRASSE 9.

| | | |
|----------------------------|-----------|---------------------|
| Telegrams | Telephone | Postal Check |
| Oxygen Berlin | 19 67 61 | Berlin 2172 |
| Reichsbank Current Account | | Deutsche Bank |
| No. 8725 Berlin | | Deposit Bank Bello- |
| | | Alliance Platz 15, |
| | | Berlin SW 63. |

| | |
|--|----------------------------|
| Direktor J ä h n e | Frankfurt/M.-Hochst. |
| Corporation for Linde's Refrigerating | |
| Machines A.G., | Hochriegelakreuth/Muenchen |
| I.G. Farbenindustrie Aktiengesellschaft, | |
| Sales Combine Chemicals | Frankfurt/Main, - |
| I.G. Farbenindustrie Aktiengesellschaft, | |
| Werk Autogen, | Frankfurt/M.-Griesheim |
| I.G. Farbenindustrie Aktiengesellschaft, | |
| Legal Department, | Frankfurt/Main. - |

(Stamp):
Corporation for Linde's
Refrigerating Machines A.G.
Hochriegelakreuth.
Received: 13 November 1940
Settled: (Initial).

| | | | |
|----------------|----------------|-----------------|-------------|
| Your reference | Your letter of | 'Our Reference' | Berlin, |
| | | 'K/Li.' | 16 November |
| | | 'Please quote' | 1940. |
| | | 'in reply.' | |

Re: Conferences with the Head of the Civil Administration
in Metz on 12 November 1940.

Dr. Decker from the office of the Head of the Civil Administration in Metz requested the undersigned (left) to attend a conference in Metz on Tuesday, 12th instant. After the negotiations with Professor Dr. Luer and Dr. Decker on 8 and 18 October 1940, memoranda of which you received, it was justifiable to suppose that the lease agreements would be concluded at the new conversation. Dr. Decker himself was prevented from attending as he had to leave early in the morning and pay an urgent visit to the different district chiefs on account of the big movements of population in Lorraine, and we were therefore received by attorney Dr. Gmelch from the office of the Head of the Civil Administration. The latter introduced himself by saying that he had come from a certain trustee office in the East and had more than 5,000 plants to take care of there. He said that up to now there had not been any leases in the East. Acting on an estimate he had submitted on 25 October 1940 it had been decided temporarily

TRANSLATION OF DOCUMENT NO. NI-14739
CONT'D.

to continue the administration of plants in Lorraine by public trustees, since a lease-agreement as presented by us established beforehand the conditions of ownership. We did not conceal our astonishment at this disclosure. During the course of the conversation, which lasted almost two hours, we described in detail again the conditions in Lorraine, emphasizing the historical right of our group to take over the plants,

(page 2 of original)

and were finally able to get Dr. Gmelch, to whom our statements, as he himself admitted, had only just conveyed a true picture of things, to agree to discuss the matter thoroughly with Dr. Decker again; he said that something must happen very quickly, that he could see absolutely. A remark made by Dr. Gmelch is to be borne in mind, namely that, if I.G. wanted to help, it could make plant-installations and oxygen containers available for the enlargement of the plant in Diedenhofen without a lease agreement. The official temporarily in charge of the Diedenhofen plant would be given a bigger Reich credit for investments without more ado. On our side it was remarked that we had been empowered by I.G. merely to conclude the lease agreement, but that we could not say anything at the moment about giving up a plant and steel containers without the conclusion of a lease agreement.

In the evening we had the opportunity to talk on the phone to Dr. Decker, who had returned in the meantime. We conveyed to him, also, our astonishment at what we had been told and pointed out at the same time that in any case certain settlements already existed. Dr. Decker interrupted us at once with the remark that no agreements had been made. We again repeated to him briefly the contents of the previous conferences, and did not conceal our point of view that we had been absolutely under the impression that the plants would be leased to us; the only questionable thing in our opinion was the leasing of the acetylene plant in Diedenhofen. Before this, as he stated, Dr. Decker had had a detailed conversation with attorney Dr. Gmelch about our conference in the morning. He said the affair would be gone into again very thoroughly on the basis of a memorandum to be drawn up by Dr. Gmelch. We, too, described to Dr. Decker the difficulties as we see them with respect to oxygen and acetylene supplies and pointed out that a Reich credit for the plants would not cause any change, since it was not the money but the procuring of plants and steel containers which played the decisive part. In reply to our question, whether it would perhaps be useful for us to contact Gauleiter Buerekel through the Ludwigshafen offices, Dr. Decker said that this would

(page 3 of original)

have no influence on the further shaping of the affair. He left it to us, however, to establish contact with Gauleiter Buerckel. We are to receive further information in the affair.

On Thursday 14 November 1940 we had a conversation in the evening with our representative, Dr. Pfeil, who had already been told about the refusal we had received. Allegedly the decision was influenced chiefly by the negative attitude taken towards the concerns. A brother of Dr. Pfeil works in the Chamber of Industry and Commerce in Metz. Dr. Pfeil himself is at the head of the group of trade representatives in the economic chamber for the Saar territory. Our representative will endeavor to represent the case in our interest when he meets Dr. Dockor on 15 or 16 November 1940.

It was not possible to visit Professor Dr. Luer in Saarbruecken as originally intended, as Professor Luer was not in Saarbruecken on Thursday evening.

In order to assist us in our endeavors to achieve the leasing of the plants in spite of everything, we would recommend you to renew contact again with Professor Dr. Luer via the I.G.

VEREINIGTE SAUERSTOFFWERKE G.m.b.H.

(2 signatures): illegible.

CERTIFICATE OF TRANSLATION.

I, DOROTHY E. PLUMMER, USFET 482, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document No. NI -14739 .

22 March 1948

DOROTHY E. PLUMMER
USFET 482.

L.O. Loversheim
Direktions - Abteilung

12 October 1941. 3.

Personal
Confidential

Gebietrat Dr. E. Schmitz,
I.G. Farbenindustrie A.G.,

Berlin N.W. 7
Unter den Linden 78.

Dear Gebietrat Schmitz,

Unfortunately, despite my efforts, I was unable to find you at yesterday's meeting in honor of Gebietrat Poensgen. I enquired regarding you from various gentlemen, among them Herr v. Siemens and Herr Lincol, as I heard from my secretary that you wanted to come and thought that perhaps these gentlemen had come with you from Berlin. However, nobody could tell me whether you were present. Nor did I see you at the lunch which followed. I had hoped to see you at the invitation which Geheimer Florian had arranged for a small circle, and only there I learned from Herr Lemmer that you had been present.

I would now like to take this opportunity to inform you about an interesting discussion, even at the risk of what was said being known to you already.

First of all there was an invitation to lunch from Herr Florian for a small circle, at which Minister Funk and his staff also participated and at four o'clock, at the suggestion of Geheimer Florian, Funk extended an invitation to tea. At this invitation there were present as representatives of the Rhenish-Westphalian industry:

Herr Langen
Herr Dackow, President of the Chamber of Commerce of
Düsseldorf,
Herr Fleigert,
and I.

In addition there were present:

Minister Funk,
Under-Secretaries of State General v. Knebeck, Walther
Gewerkschaftsbekämpfer Aaron,
Deputy Geheimer Oberhaus,
Geheimer Florian,
Under-Secretary of State Kleinmann,
Railway President Becker from Elberfeld,
Regierungsratspräsident Becker, Military Commander for France
and Belgium.

We were requested at this meeting to report frankly to the Minister regarding all problems, needs and desires of the Rhenish industries. There then followed a very interesting discussion, which especially through the lengthy, concluding remarks by Herr Funk, were very impressive indeed and which went on until about 15.30 hours at the wish of Funk.

(page 2 of original)

Herr Florian then asked me to speak.

(page 3 of original)

I now had first of all to emphasize that unfortunately I was not in a position, as were the other gentlemen, to speak for the sector of my industry in the Rhineland, as in the chemical industry there ruled the unique and in my opinion very wrong and undesired organization, that we have a Reichsverband der Chemie (Reich Association of the Chemical Industry), from which we lower branches (Unterorganisationen) hear almost nothing and which, as in other industries, prevents the local firms of the same industry, but situated in the individual districts (Gaue), from consulting each other.

Minister Funk also supported these opinions of mine as very correct. He could not understand this situation either and considered it as undesired.

I could, therefore, speak only for those I.G. plants managed by me, which however, represented more than three quarters of the whole of the Rhinish chemical industries, and here also I could only speak on special questions, as Minister Funk was always informed through you of general questions concerning I.G. and had had discussions with you frequently.

I did not want to go further into the other problems of the structure of prices and economy. I only described it as undesired as for example with sulfuric acid, that for any length of time prices may not be raised, although the raw materials had come up to an unbelievable extent, and that subsidies from State funds were rather given to the processors to enable them to maintain the sales prices. I described it as demanding the

(page 4 of original)

competition and the incentive to competition in the long run. This was also endorsed by all those present.

Finally I turned to the remarks by Herr Pleiger regarding the big Companies, as I noticed there a dig against I.G. I pointed out that his opinion that the big Companies did not show the activity of the small businessmen, at least did not apply to I.G. The achievements of I.G. were sufficient proof. If this did not apply to I.G., it was primarily to be attributed to the organization of I.G. which, as described by Duisenberg, in its decentralized centralization of organization, allowed every plant manager (Werksleiter) a great deal of independence and only thereby the necessary pleasure in his work, whilst on the other hand the plant managers were of the opinion, if necessary, voluntarily to fall in line with the general organization.

I had discussed this first last week also with the manager of the big Montecatini concern, Herr Donagani, who had expressed his astonishment that whilst he himself conducted final negotiations in all matters for Montecatini, in the case of I.G. Herr Schnitz did not negotiate everything and finally, but that first one gentleman of the Vorstand circle of I.G. and then another dealt with him. I told Herr Donagani that that was not only the strength of the German I.G. but of us Germans in general. In this way we, by an

-3-
TRANSLATION OF EXCERPTS OF DOCUMENT No. NI-15027
Confidential

adequate consciousness of responsibility and fulfillment of duties, had understood voluntarily to fall in line, if necessary, and finally that was also the success of the German Army and German industry, whilst with the Italians this was missing to the detriment of these components.

Herr Pleiger himself finally also admitted that the I.G. through its achievements, showed that at least she works just as well as any individual businessman.

.....
Finally Minister Funk spoke at length, and he left it to us to inform our circle according to the judgment of the individual. For the time being I would like to convey to you the following statements only:

.....
(page 5 of original)

At the conclusion of his long lengthy statement, regarding which I hope I will once more be able to report to you in person, Herr Funk said the following: He felt compelled yet to refer to the remarks made by Herr Pleiger and by me. Naturally, coal, iron, guns and procurement of materials were necessary for waging war and the importance of the industries must not be underestimated. However, one thing he must establish, without the German I.G. and its achievements, it would not have been possible to wage this war. You can imagine I was overjoyed and expressed to Herr Funk my thanks in the name of the whole I.G.

.....
With kindest regards for today

Yours truly,

(rubber stamp) signed: Kuehn.

CERTIFICATE OF TRANSLATION

I, EDDY ROSENBERG, NIO #30076, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of excerpts of Document No. NI-15027.

Eddy ROSENBERG,
NIO #30076.

Ans. to
Sgs. 1/2/45
20

Book # 2065

TRANSLATION OF EXCERPTS FROM DOCUMENT NO. 2145
OFFICE OF CHIEF OF COUNCIL FOR WAR CRIMES

Record
of the meeting of the Betriebsführer on
22 July 1935.

Present under the chairmanship of Kuehn: Beyer, Stange, Wank, Kinkel, Albrecht and approx. 125 Betriebsführer.

To start with Schunk makes a survey of plant air raid protection measures taken up to date; after that, following the reading of the relations pertaining to high treason, he puts the gentlemen engaged on air raid protection of the plant on oath as laid down in the air raid protection law.

Kuehn recommends participation in the training course planned by Joeres and also repeats his advice to enter the German Labor Front. With regard to the criticisms expressed on fees to be paid to the German Labor Front, it should be considered how great, comparatively speaking, are the sacrifices the worker is always prepared to make in order to have his class represented.

Kuehn reports that Buecher, Christ, Starch, and Schwabbel had been appointed department heads since the last meeting.

Furthermore Kuehn reports in detail on the organization of the Econo Group "Industry" into which all Employer Organizations will be absorbed.

With reference to the allegation that the collaboration of the management of the Leverkusen plant with the "Strength through Joy" Organization leaves a lot to be desired, Kuehn reads a message from the correspondence with Gumbel-Hausfeld of the "Strength through Joy" Organization in which he expressly acknowledged that the work of the Leverkusen plant in the field of popular education is exemplary and impeccable.

(page 2 of original)

End of the meeting 10,30 hours.

The Versitzender
signed: Dr. Kuehn.

The Recorder:
signed: Hauser.

CERTIFICATE OF TRANSLATION

19 August 1947

I, BRIGITTE TURN, ETO 35130, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of excerpts from the document No. 2145.

BRIGITTE TURN, ETO 35130.

16 May 1943

I. G. LEVERHUISSE
Management Department.

EXH #2066

Gebietrat Schmitt,
IG Farbenindustrie A.G.,

Berlin NW 1
Unter den Linden 78.

Dear Gebietrat,

For your information, I should like to add regarding my last visit to Italy that not only the Duce but also the "Korporationsminister His Excellency RICCIO, received me. In both instances I had to explain the structure of the sulphur research association (Schwefelstudien-gesellschaft) which is to be founded by us, and both expressed displeasure that MONTICATINI was participating with 50%, and FALONI/I.G. with only 23-1/2% each (FALONI just 5%). I gave the reasons for MONTICATINI's attitude, that MONTICATINI claimed that they had delivered the raw material for our experiments free of charge and up till December had discussed a collaboration on a half participation basis, so that I could not refuse this request, although I myself had some misgivings.

Both instances indicated that we should immediately apply either to the private secretary of the Duce or to His Excellency RICCIO himself, in the event of our having any difficulties whatsoever with MONTICATINI.

The impression of my visit to the Duce was, I am glad to say, very good. He expressed this not only to FALONI but His Excellency RICCIO confirmed this to me several times. Consequently His Excellency RICCIO is extremely cooperative. All our wishes regarding facilitating import of machines for the experimental plants were granted immediately. Furthermore, His Excellency RICCIO immediately took up the wishes which I expressed at this opportunity regarding the new Romanian plant which I.G./Osmo and Sava want to erect in Chicago. My visit to the Duce and the fine reception I was given there and by His Excellency RICCIO, obviously also had an effect on MONTICATINI. On the evening before my departure I received another phone call from Dr. WIESTER, Ludwigshafen, that the pyrites supplies agreement between Germany and Italy had again been settled, but that Herr DUNEGANI was stubbornly refusing to give I.G. a 10% rebate again, and that I should intervene with MONTICATINI.

(page 2 of original)

I telephoned Herr GIUSTINIANI still the same evening requesting him to speak to his President and received a telegram the next morning that Herr DUNEGANI would again grant the 10% in view of the friendly relationship with I.G. and particularly with Herr Gebietrat SCHMITZ.

In another case it also appears that, after a long struggle, MONTICATINI wants to meet us halfway. A very much disputed flow in our Società Italiana Carboni Attivi is that MONTICATINI has 51% and the Aktivkohlenvereinigung Degussa/Lurgi and I.G., represented by the latter, has only 49%. Herr GIUSTINIANI promised me at our last meeting that he would see whether MONTICATINI could not forego this 1%. As I have

TRANSLATION OF EXCERPTS OF DOCUMENT No. NI-15025
Concise

heard that you will be having a meeting with HENRI in the near future, I just wanted to give you this short report.

With best regards,
Yours truly,

(stamp) signed: Encke.

CERTIFICATE OF TRANSLATION

I, DOROTHEA L. GALEWICKI, BTO #34079, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of excerpts of Document No. NI-15025.

Dorothea L. GALEWICKI,
BTO #34079.

1
Orig 6
sup 90

TRANSLATION OF EXTRACTS OF DOCUMENT No. VL-15925
OFFICE OF CHIEF OF COURSES FOR WAR CRIMES

I.G. FARBEINDUSTRIE A.G. FRANKFURT (MAIN) 30
Salze Combine Chemische
A. MEYER-KUENZER

EX #2067
Frankfurt a. Main, 29 Oct 1935
H.

(trans. notes Stamp:
Management Department
Leverkusen
November 1935)

| | |
|--------------------------|--------------|
| Direktor Weber-Andreas, | in building |
| Direktor Dr. Pistor, | Bitterfeld |
| Direktor Dr. Eshaus, | Leverkusen |
| Ministerialrat Dr. Dahl, | in building. |

Subject: Aluminum questions.

.....
(page 2 of original)

.....
The Reich Defense Ministry has in the meantime resumed discussions with the Leutswerke regarding the erection of a further alumina plant in the

(page 3 of original)

protected area. The Leutswerke make it a condition that in a settlement of the question, Chailat as well as the Swiss must withdraw. On the other hand the Leutswerke expect a participation by the Metallgesellschaft/I.G. group. The estimate for a plant with a production capacity of about 30,000 tons per annum amounts to 16 million marks. Facilities for increasing the production up to 50,000 tons per annum are to be taken into consideration in the construction of this plant. The VAW (Vereinigte Aluminiumwerke) are not yet certain regarding the site to be chosen for the construction. It is necessary first of all to get the viewpoint of the Metallgesellschaft/I.G. circle regarding our attitude in connection with the request. The VAW would be prepared, through this new plant, to guarantee half the requirements of the Gemeinschaft Metallgesellschaft/I.G. for the Bitterfeld plant.

Quite apart from the discussion with the Metallgesellschaft I wish to point out the ever-increasing difficulties in procuring cryolite. We have not been able to fulfil the commitments of VAW which we undertook regarding cryolite supplies, as difficulties arose at the Leverkusen plant. Particularly since an enquiry has reached us from a certain party about covering the requirements for Fluoric acid and Fluorides from 1st July 1935, we will not be able to avoid considering the erection of a hydrofluoric acid plant in central Germany at an early date, if only on account of the same considerations as in the alumina question. In my opinion it is a question of a plant with a minimum of 120 tons per month 100% "HF", with

(trans. notes handwritten: Japan order. Old plant closed down.)

(page 4 of original)

a corresponding drying plant.

At our suggestion Ludwigshafen has likewise occupied itself with the problem of hydrofluoric acid production and in view of the extremely difficult question of apparatus, it would be advisable to pool the experience gathered so far.

Department N
(signed) Mayer - Director

CERTIFICATE OF TRANSLATION

I, DOROTHEA L. GALEWICKI, BTO #34079, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of excerpts of Document No. SI-15025.

Dorothea L. GALEWICKI,
BTO #34079.

CASE 6
TRIBUNAL VI

PROSECUTION

Loose Copies of Documents separate Distribution

Exh. TC's 2068-2199

ENGLISH



Carb
up-fish
8

TRANSLATION OF DOCUMENT No. NI-15006
OFFICE OF CHIEF OF COUNSEL FOR WAR
CRIMES

I.G. Farbenindustrie Aktiengesellschaft
Vermittlungsstelle W, Sparte III
Wolfen-film factory

Vol 1 ± 3068

Wolfen, 20 December 1935.
Dr. Moyer/Re.

(stamp)
Management Department
Leverkusen
21 December 1935

CONFIDENTIAL

To
Dir. Dr. Eickne
I.G. Farbenindustrie A.G.
Hoyershausen near Cologne/Germany.

As caused by the Reich authorities it is intended to make up a list of the I.G. and affiliated plants. This list will also show the confidential agents (Vermittlungsstelle) for W-affaires for the plants in question, as a rule the leader (Fuehrer) of the plant and his deputy. According to the wish of Director Dr. Gajewski I herewith ask you who would have to be listed as your deputy for the Dornheim plant.

(stamp)
Vermittlungsstelle W
Sparte III

(signature): 1 Moyer

Initials: No

Registered

Certificates

I, Yvonne A. Schwarz, ETO #30108, hereby certify that the above is a true and correct copy of Document No. NI-15006, the original of which is in the German language.

Yvonne A. Schwarz
ETO #30108.

Certificate of Translation

I, Emy ROSENBERG, ETO #30076, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. NI-15006.

Emy Rosenberg,
ETO #30076.

E Y D



EX#2069

TRANSLATION OF DOCUMENT No. HL-15004
OFFICE OF CHIEF OF COUNSEL FOR WAR
CRIMES

IG Farbenindustrie Aktiengesellschaft
Vermittlungsstelle V

Berlin NW 7
Unter den Linden 62
A2 Flora 0021

I.G. Farbenindustrie Aktiengesellschaft
attention Director Knoke

(trans notes stamp)
NOTED

1. This is a state secret in accordance with Para-28, Reich Penal Code.
2. Only to be passed on sealed, if by mail as "registered"
3. Safeguarding at responsibility of recipient under lock and key.

| | | | |
|------------|-----------------|----------------------------|----------------|
| Your refs: | Your letter off | Our Refs: | Berlin |
| | | (please quote in reply) | 17 April 1937. |
| | | H./P. | |

Re: Appointment of Confidential Agents (Vortreuehaltung).

When the undersigned looked through the military economy files during his last visit to Leverkusen, it appeared that in the meantime, apart from the confidential agent for the Reich Ministry of Economy, a confidential agent has also been appointed for the Reich War Ministry. Both the Reich Ministry of Economy and the Reich War Ministry have repeatedly pointed out that the number of the confidential agents and the collaborators who have been sworn in is to be kept as small as possible. For this reason there is a personnel agreement in the plant combines Central Rhine, Upper Rhine and Central Germany, so that the same gentlemen are appointed to be confidential agents of the Reich War Ministry as are acting as such for the Reich Ministry of Economy. This has been done in such a way that in the factories which have been designated as War plants and vital plants, the confidential agent of the Reich Ministry of Economy has also taken over the duties of the confidential agent of the Reich War Ministry, while in the armament plants the confidential agent of the Reich War Ministry has also been appointed confidential agent of the Reich Ministry of Economy. The same applies to the deputies of the confidential agents. (Vertrauensleute).

Not only does the combination of both these confidential posts (ver-trustensambenaar) in one person mean that the number of collaborators who are taken into the Ministries' confidence and sworn in is decreased, but other disadvantages are also avoided:

- 1) Avoidance of Duplications: The war supply agreements and the subcontractors agreements which have to be checked by the Wehrmacht must be contained in the mobilization plans; if both these posts exist side by side.

(trans.note: handwritten illeg. note.
Va. discussed with Dr. Ensmo on 28 April.
Va.

(page 2 of original)

I. G. Farbenindustrie Aktiengesellschaft
Vermittlungsstelle W

page 2 Berlin 17 April 1937.

TRANSLATION OF DOCUMENT No. VI-16004
Cont'd

to Director Dr. Euthne, Leverkusen

the confidential agent (Vertreter) of the Reich War Ministry with his staff would have to concern himself with the mobilization plans as well as the confidential agent of the Reich Ministry of Economy and his staff.

- 2) Avoidance of possible friction. The duplication described in 1) can lead to differences of opinion between the confidential agents. Altogether the course of affairs is complicated and straightforwardness of the work made more difficult to achieve, if the internal decisions on matters concerning military economy are handled by confidential agents (Vertreter) on the same level, who in their turn get their directives from two entirely different authorities, whose spheres of work have not yet been clearly segregated. There is a risk that the arguments of the authorities as to competency will be transferred into the works.

Therefore we would ask you to consider whether Leverkusen should not also try to find a solution such as has been chosen in the other plant combines in the meantime. Should you agree with our opinion, it would be best if you would first find out from the local military economy inspectorate by making cautious inquiries whether they would agree to our plans without further ado. If it should turn out that difficulties are to be expected from the military economy inspectorate, it would be expedient not to have any decision made by them. In that case we would get in touch with the military economy staff in order to achieve our aims.

REGISTERED
3 copies.

VERMITTLUNGSGESTELLE V
(Signature): London.

CERTIFICATE OF TRANSLATION

I, DOROTHEA L. GALEWSKI, ETO #34079, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. VI-16004.

DOROTHEA L. GALEWSKI,
ETO #34079.

Case 6
says
LHG

TRANSLATION OF DOCUMENT No. EL-15015
OFFICE OF CHIEF OF COUNSEL FOR WAR
CRIMES

Exh #2070

I.O. LIEBERMAN
Management Department.

26 April 1947.

To Director Dr. Kramich,
Office for German Raw and Synthetic Materials,
BERLIN
Belmonstr. 66-70.

Dear Dr. Kramich,

Dr. Feise, General Director of the KALI-CHEMIE, has informed me that he had discussed appointing his director, Dr. Ruesberg, to the staff of your collaborators in the Raw Materials Office with you. He is actually rather interested in having Ruesberg there, and has asked me to support him in this request to you.

I am doing this willingly and with a clear conscience, for two reasons. In the first place it will probably not be unpleasant for you either if you also have assistants from firms other than the IG. Our relations with the KALI-CHEMIE are so good, after all, that Herr Ruesberg would do nothing that would go against the interests of the IG, without good reason. Secondly I can really recommend Herr Ruesberg exceedingly highly, because he is an able man, particularly well versed in inorganic technology.

With best regards

yours

(stamp): signed Dr. KRAMICH

CARBON COPY

CERTIFICATE OF TRANSLATION

I, DOROTHY L. GALEWSKI, ETO #34079, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. EL-15015.

DOROTHY L. GALEWSKI,
ETO #34079.

12-17
Page 6
217 1/2
84

EXL # 2071

TRANSLATION OF EXCERPTS OF DOCUMENT No. NL-15014
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

10 LEVERKUSEN

To the
Plenipotentiary General
for Special Questions of
Chemical Production
Berlin WE
Saarlandstr. 128.

1 Prof. Erlich
1 Air Ministry
1 Army Medical Inspectorate
1 Pharma
1 Elberfeld
1 Secretariat

Co/16/5381 Secretariat E 39 19 June 1941.

Application for the continuation of the building project "Expansion
of the pharmaceutical plant for supplies of medicines in Leverkusen."

In the great air raid on our Leverkusen Works in the night from 16-17 June 1941 the main part of our pharmaceutical packing shop was destroyed by incendiary bombs, so that most of the buildings, machinery and equipment can no longer be used. Through this the drugs which were waiting to be packaged, some of which were important orders for urgent Wehrmacht requirements, were completely destroyed. In addition the entire packing material for the medicines was burnt, since the incendiary bombs fell right through into the cellar where this material was kept. At the time it was not possible to transfer this work from these workshops, the construction of which was inadequate, to other buildings, because, as we already pointed out in the application of 28 May 1941, there were no appropriate premises available, and on the other hand the manufacture and processing of drugs must always be carried out with special care and under constant supervision, and it does not seem to us that it would be possible to do this in the required manner in emergency workshops.

Foreseeing difficulties which might possibly arise later, we already made our first application for the construction of this new pharmaceutical plant in November 1937. The Reich Ministry of Labor gave us the permit, No. RA 360/2/39, for this on 24 Feb 1939. At the same time we also received an allocation of the necessary building materials, such as iron for construction, cement etc. All these materials are still on hand to-day and are lying right on the spot in Leverkusen. The iron has been requisitioned in accordance with Regulation 2 of the Plenipotentiary General for Iron and Steel Control.

Construction started in August 1939. The building was erected as far as the first floor, but in accordance with orders of the Plenipotentiary General for Construction had to be stopped since we did not have the approval of the Area Plenipotentiary in Düsseldorf for continuing it. As you know, the regulation of the Plenipotentiary General for Construction prohibited the continuation of any construction project which had not been entered on the priority list of military construction projects.

.....
(page 2 of original)
.....

After we have now tried every possible means and all our efforts to continue building have until now been unsuccessful, we are again applying to you with the request that you help us and that you should

from your side affect the approval of the building project "pharmaceutical plant" for the list of military construction projects of the Organisation Todt. We assume that it will be possible for less important projects in the RAN to be postponed. It would however have to be urged that the construction project be included in the construction priority grade 0. Furthermore the release of the requisitioned iron for building should also be requested in the application to Dr. Todt.

.....
(page 3 of original)
.....

(trans.note: stamp)
IG FARBENINDUSTRIE AKTIENGESELLSCHAFT
(handwritten) signed Dr. Eucke
(stamp) Hinsel

CERTIFICATE OF TRANSLATION

I, DOROTHY L. GALEWSKI, ETO #34079, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of excerpts of Document No. NL-15014.

DOROTHY L. GALEWSKI,
ETO #34079.

E E D

June 6
sup. file

Ecl. #2070

TRANSLATION OF EXCERPTS OF DOCUMENT No. W-15013
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

(trans. notes: the following is an
excerpt from a document taken from
a folder entitled:
Dr. Kuehnle-articles for periodicals)

(trans. notes: handwritten notes:
Rheinische Zeitung (Rhine
Region Special Issue News)
1 August 1938.)

The Chemical Industry and the 4 Year Plan.

Dr. R. KUEHNLE.

(page 2 of original)

Let us first consider some of these fields from two main aspects which are vital to a nation: Achieving military preparedness and safeguarding physical life by means of food and clothing. The conception of achieving military preparedness is closely allied with the motorization of Germany. Although the latter is also being carried out for other reasons, such as making it possible for every German to have his own vehicle. The carrying out of motorization is closely connected with the guaranteeing of German oil and motor fuel supplies. Formerly we were dependent on the products of the distillation of mineral oil for oil and gasoline, and it is well known that we only have small amounts of mineral oil in our own country. Only the success of gasoline synthesis has enabled us to approach the solution of this problem on a large scale. The hydrogenation process of the IG and the so-called Fischer-Tropsch process are today two great processes which, based on coal, a basic material of which we have sufficient amounts, will enable Germany to supply all its own requirements of motor fuels itself in the very near future.

CERTIFICATE OF TRANSLATION

I, DOROTHEA L. GALEWICKI, ETO #34079, hereby certify that I am thoroughly conversant with the English and German languages, and that the above is a true and correct translation of excerpts of Document No. W-15013.

DOROTHEA L. GALEWICKI,
ETO #34079.

Search
appended
3p

Exh # 4073

TRANSLATION OF DOCUMENT NO. KI-14760
OFFICE OF U.S. CHIEF OF COUNSEL
FOR WAR CRIMES.

I.G. Leverkusen
Management Department

3 March 1939

W/Kr.

(Stamp):

S e c r e t

1. This is top secret according to Paragraph 88, Reich Penal Code.
2. Pass-on only sealed; if forwarded by mail as "Registered Letter" only.
3. Addressee is responsible for keeping this letter in a well secured place.

I.G. Liaison Office W
Attention: Dr. Gorr

B e r l i n NW 7

Unter den Linden 82.

Registered !

In reply to your letter of 26 February addressed to the undersigned, we advised you that the undersigned will participate in the Berlin meeting concerning Mob planning on Friday, 10 March, 9:30 o'clock.

Dr. Kuchne has noted the contents of your letter of 28 February, and has instructed the undersigned to take the opportunity of his trip to Berlin at the end of next week of calling on Dr. Pohland in the Reich Office for Economic Development, and reporting to him on the project for the erection of a sulphuric acid factory at Keesbierbaum. We would be very much obliged to you if you could make an appointment with Dr. Pohland, probably best on Saturday morning, 11th March.

By the way, Dr. Kuchne agrees that you include the plants of Donau-Chemie A.G. into the general Mob planning. He asks you, however, to particularly take into consideration that Donau Chemie A.G. must be considered an independent plant combine beside I.G. Farben. We suggest, therefore, to also discuss this matter with the undersigned on Friday, the 10th, before you contact the plants of Donau Chemie.

We herewith confirm Dr. Eysner's telephone call we just received in the course of which he advised that the discussion was postponed from Friday, 10 March, to Wednesday, 15 March. The undersigned will be available for this meeting on 15 March as well, and he asks to make the appointment with Dr. Pohland,

(page 2 of original)

if possible for Tuesday, 14 March. We would appreciate a short note concerning the date arrangement in the meantime.

MANAGEMENT DEPARTMENT.

TRANSLATION OF DOCUMENT NI - 14780
CONT'D.

CERTIFICATE OF TRANSLATION.

I, ELVIRA RAPHAEL, AGO B 397972, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document No. NI - 14780.

25 March 1948

ELVIRA RAPHAEL
B 397972.

Case 6
app. 1939

ExL #2074

TRANSLATION OF DOCUMENT NO. WI-14747
OFFICE OF U.S. CHIEF OF COUNSEL
FOR WAR CRIMES.

I.G. LEVERKUSEN
Management Department

(Stamp):

Secret

1. This is top secret according to Paragraph 88, Reich Penal Code.
2. Pass-on only sealed; if forwarded by mail as "Registered Letter" only.
3. Addressee is responsible for keeping this letter in a well secured place.

Direktor Dr. Hackhofer
Donau - Chemie A.G.,

V i e n n a III
Am Hauptamt 10.

REGISTERED!

Dr. Varnacko/Kr. 12 May 1939.

Wob Planning.

Dear Dr. Hackhofer:

I proceed on the assumption that Dr. Haager has already spoken to you about the necessity of economic mobilization preparations for the plants of Donau-Chemie A.G. In order to carry through, without delay, the first preparatory steps for the establishment of the Wob calendar, Dr. Kuehne has instructed me to tackle this problem for Donau-Chemie A.G. on the strength of my experience in Leverkusen. For this purpose, I shall be in Vienna from the 25th to the 27th of this month, in order to discuss the necessary steps with you and the men in charge. This short period, however, will probably not be sufficient for furthering the work satisfactorily if part of the data are not being compiled beforehand.

For this purpose, I enclose herewith a number of forms, the conscientious filling of which is necessary before I arrive. You also find enclosed herewith brief instructions for the filling of such forms. Since, at present, in the case of the plants of Donau-Chemie A.G., a relatively small number of products is involved, I assume that these preparations can be completed without difficulty before the deadline expires. Dr. Wintersberger with whom I shortly discussed this matter here yesterday, thought that this work can easily be done within the specified period of time. Any delay would have very unpleasant consequences for me since I have to continue my trip immediately following my stay in Vienna.

(page 2 of original)

I should like to particularly emphasize the following: On all people dealing with this type of work, strict secrecy must be imposed in writing by the "Abwehrbeauftragte" (intelligence officers). All documents connected therewith must be kept in a safe. I assume, however, that you know the details of these rules.

TRANSLATION OF DOCUMENT NO. NI-14747
CONT'D.

I also ask you to take up at once the preparations for the Mob planning with reference to the deferment of employees and workers who are indispensable for the work in the A Case. For that, I shall convey to you special instructions. This work, too, should be possible in a few days since only a few hundred men are involved.

If there are any other questions which must be clarified in the meantime, please address letters to my attention, I.G. Farben, Leverkusen.

Copy of this letter is being sent to Dr. Wintersberger so that there be no delay in case of your absence.

A considerable number of forms I, II, and III are being sent to you registered under separate cover.

With kind regards,

Yours Sincerely

(Stamp): signed Dr. Warnecke.

Copy to Dr. Wintersberger, Vienna.

CERTIFICATE OF TRANSLATION.

I, ELVIRA RAPHAEL, AOC B 397972, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document No. NI - 14747.

25 March 1948

ELVIRA RAPHAEL
B 397972.

Case 6
240 76

Exh. # 2075

TRANSLATION OF DOCUMENT NO. WI-15006
OFFICE OF U.S. CHIEF OF COUNSEL
FOR WAR CRIMES.

ERICH STEINBORN

in the firm

PULVERFABRIK SKODAWERKE-WETZLER A.G.
(Powder factory Skodawerke-Wetzler A.G.)

Vienna, 4 January 1939 (Initials):
I., Kautzasse 1. illegible.

Telegram Address: Pulverfabrik Vienna
Telephone: AU 12-5-25, Interurban U 11-5-22 only.

Herr

Dr. von der H E Y D E
in I.G. Farbenindustrie A.G.
Liaison Office W,

B e r l i n N.W. 7
Unter den Linden 82.

Re: Identification number for SO₂ plant
(translator's note: sulphuric acid plant).

As you know, Donsa Chemie A.G. intends to erect an SO₂ plant at Moosbierbaum. After the question has been clarified to such extent that we have to order the necessary material shortly, we ask you for your support in procuring a number of identification within the Four-Year Plan.

We would particularly appreciate if you would kindly advise us what has to be done in this matter, and what kind of evidence must be submitted.

We shall also gladly discuss this question in Berlin with you personally if correspondence turns out to be too complicated, or if there are other reasons for personal discussion.

Looking forward to your advice in this matter or to your suggestion as to the time of oral discussions in Berlin, we remain, thanking you in advance,

mit deutschen Gruss
(signature) E. Steinborn.

Bank Accounts: |
Austrian Creditanstalt - | Rudolf Mosse | Postcheckamt
Wiener Bankverein, Vienna | Code | Vienna
Bohemian Escompte-Bank | | Account No. 156470
and Creditanstalt, Prague | |

TRANSLATION OF DOCUMENT NO. NI- 15006
CONT'D.

CERTIFICATE OF TRANSLATION.

I, ELVIRA RAPHAEL, 100 B 397972, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document No. NI - 15006.

28 March 1948

ELVIRA RAPHAEL
B 397972.

Case 6
app. 10/14/41

Ex. # 2076

TRANSLATION OF DOCUMENT NO. NI-15001
OFFICE OF U.S. CHIEF OF COUNSEL
FOR WAR CRIMES.

Attorney Dr. H. MAYER-WESELM
I.G. Farbenindustrie A.-Ges.

(Stamp): Received
Donau-Chemie A.G.
27 August 1941
Settled:

(Stamp)

Secret.

1. This is top secret according to Par. 29, Reich Penal Code.
2. Pass-on only sealed; if forwarded by mail as "Registered Letter" only.
3. Addressee is responsible for keeping this letter in a well secured place.

Frankfurt (Main) 20
Grueneburgplatz,
25 August 1941.
Tel.: 20027
Long Distance: 20022

Donau - Chemie Aktiengesellschaft

V i s s e III

Am Hauptmarkt 10.

Re: Dock installations of the Moosbierbaum plant.

We have discussed with General Osterkamp, Chief of the Army Administration of Berlin, the question of whether the Army Administration is authorized to prematurely abandon its promises concerning the dock expansion. They advanced new arguments along this line: The decision not to erect at Moosbierbaum the planned Army munitions factory, is said to be due to the fact that considerable factory expansions are taking place, and will take place, on the premises of the Donau Chemie, and that, thereby, the danger of air attack as well as the danger of fire - because of the products manufactured in the expansions - is greatly increased. Donau-Chemie has started these expansions without asking the Army Administration. - These arguments are very weak since the expansions at Moosbierbaum are based on contracts with Army departments. The difficulties in handling this matter now seem to be only those of jurisdiction since other authorities than the Army Administration Office are in charge of the new installations at Moosbierbaum.

We are of the opinion that the enlarged Danube dock will be needed for the HF-Plant as well as for the planned MG-Plant. Therefore, it should be possible, when accounting for the HF-Plant and the MG-Plant, to also include these construction costs so that the only consequence would be that we are being reimbursed through another department. On the other hand, this would mean a delay since the details concerning the MG-Plant at Moosbierbaum will not ripen into a written agreement before 2-3 months from now.

TRANSLATION OF DOCUMENT NO. NI-15001
CONT'D.

I, therefore, ask for your information whether there will be any difficulties - and, if so, what kind - in case we proceed in such a way that the construction of the dock is being continued in the enlarged form, and that the settling of the account is being postponed until the Mg-Plant is clarified. This way, the expenses would then be charged to I.G. Farben in the course of the leasing of the Moosbierbaum premises to I.G.

Heil Hitler !

(signature): Mayer-Wegelin.

Copy: Dr. Huako, Vienna.

(page 2 of original)

(Stamp): Management Department

30 August 1941

Leverkusen - I.G.-Plant

Attorney

Dr. H. MAYER-WEDELIN,
I.G. Farbenindustrie
Aktiengesellschaft,

Frankfurt (Main)

Grüneburgplatz.

(Stamp):

S e c r e t :

1. This is top secret according to Par. 98, Reich Penal Code.
2. Pass-on only sealed; if forwarded by mail as "Registered Letter" only.
3. Addressee is responsible for keeping this letter in a well secured place.

Dr. H./G.

27 August 1941.

Dock installation of the Moosbierbaum plant.

Dear Dr. Mayer-Wegelin:

Thank you for your letter of 25 August 1941 concerning the above matter. For your information we should like to advise you that, according to our knowledge, it is out of the question that the Army munitions factory could not be erected at Moosbierbaum. This matter is being pursued intensively.

You will also be interested to know that the munitions factory is located about 1 1/2 km from our Moosbierbaum plant, and that, therefore, no increased danger of fire exists.

With regard to your question in the last paragraph, we should like to state that, from I.G. Farben's standpoint, waiving a direct contribution by the Army Administration would mean the giving up of approximately RM 500,000 - 600,000. We do not know whether, in view of the erection

TRANSLATION OF DOCUMENT NO. NI-15001
CONT'D.

of the magnesium plant, there would be a possibility to obtain, in this indirect way, an equal amount from the Army Administration. We, therefore, feel that, on principle, it would be advisable to maintain the claim for a contribution by the Army Administration.

Heil Hitler !

(signed) DONAT CHEMIE AKTIENGESELLSCHAFT
Domaschintsky Steinborn

(handwritten remark):
Wa Ha

Copy: Generaldirector Dr. Kuehne
Director Dr. Gattinora
Dr. Wintersberger
Director Domaschintsky
Dr. Nusko.

CERTIFICATE OF TRANSLATION

I, ELVIRA RAPHAEL, AGO B 397972, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document No. NI - 15001.

26 March 1948

ELVIRA RAPHAEL
B 397972.

Case 6
sup. 24

Ex. # 2077

TRANSLATION OF EXCERPT OF DOC. NO. 14744
OFFICE OF U.S. CHIEF OF COUNSEL
FOR WAR CRIMES.

Frankfurt a/Main, 2 March 1938.

M i n u t e s

of the 50th Meeting of the Chemicals Committee
in Berlin, Lustenplatz, on 2 March 1938.

Beginning: 1500 hours

End: 1930 hours.

Present: Dr. Kuehne
Haeffliger
Dr. Wurster

Dr. Buhl
Dr. Buerger
von Keldor

Dr. Schulze

Secretary

(Hand-
written
note):
obso-
lete.

A report is given of the reasons which have led to the starting of negotiations concerning an interest in the Skodawerke Wetzlar A.G., Vienna. The status of the negotiations have reached at present is also described. The Chemicals Committee agree to a 51% participation for the Austrian group and 49% for I.G./Nobel on the condition that the agreement includes certain guarantees which make it impossible for I.G./Nobel to be enticed in important questions such as the retention of incorporation, the starting of new productions, the acquisition and surrender of processes, and personnel questions etc. These guarantees also include the transfer to Anilinchemie, Vienna, of the sale of the products of Skoda-Wetzlar A.G. and its connected firms in the home-country and abroad. This, however, requires a special settlement. Should the valuation of the real value to be brought into the new corporation make necessary an additional contribution of funds on the part of I.G., a foreign exchange authorization must be procured. The new firm is to be promoted in such a way that Skodawerke Wetzlar A.G., Vienna increases its capital and absorbs the Austrian plants of the A.G. Dynamit/Nobel, Bratislava, under another name.

(p. 3 of original)

(signed): Haeffliger

Secretary:
(signed): Schulze.

Dr. S./Do.

TRANSLATION OF EXCERPT OF DOC. NI- 14744
CONT'D.

CERTIFICATE OF TRANSLATION.

I, DOROTHY E. PLUMMER, USFET 482, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document No. NI -14744 .

03 March 1948

DOROTHY E. PLUMMER
USFET 482.

Case 6
Sep 20

Ex. # 9078

TRANSLATION OF EXCERPT OF DOC. NI- 14743
OFFICE OF U.S. CHIEF OF COUNSEL
FOR WAR CRIMES.

Frankfurt/M., 6 April 1938.

M i n u t e s

of the 51st Meeting of the Chemicals Committee
in Ludwigshafen / Rhein on 5 April 1938.

Beginning: 1530 hours

End: 1630 hours

Present: Dr. Kuchno,
Dr. Hermann
Haefliger
Dr. Baergin
Dr. Wurster

Dr. Bachmann)
Dr. Weiss) intermittently

Ohliger Secretary.

(page 3 of original)

Haefliger reports on his last conferences in Vienna. Negotiations were conducted with Herr Johann, director of the Oesterreichische Kreditanstalt - Wiener Bankverein, Vienna, which owns the stock majority in Skodawerke Wetzlar A.G., along the lines that I.O., on the basis of the report of a neutral trustee corporation which is to be used as a basis for negotiation shall acquire a majority of approximately 70% at the normal and actual value. The better prospects which the Anschluss has brought for the future of the enterprise are to be balanced by the Kreditanstalt having a participation in the surplus profits in a form still to be decided, for a limited duration of time and with a fixed maximum per year. The plants of the Skodawerke Wetzlar A.G. are to be merged with the plants of the Oesterreichische Dynamit Nobel A.G., with the exclusion of the explosives interests, and will form a new firm under the name of the "OSTMARK CHEMIE A.G.". Contact was already established with the competent official agencies, that is, with state secretary Koppler and minister of trade Fischboeck, and our ideas met with a favorable reception.

(page 6 of original)

(signed): Haefliger

(signed) Ohliger
Secretary.

-/So.

TRANSLATION OF EXCERPT OF DOC. NI-14743
CONT'D.

CERTIFICATE OF TRANSLATION.

I, DOROTHY E. PLUMMER, USFET 482, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of excerpt of Document No. NI - 14743 .

23 March 1948

DOROTHY E. PLUMMER
USFET 482.

Exh. # 4079

I, ANTONIN BASCH, being duly sworn, depose and say of my own free will and without coercion, the following:

My name is Antonin Basch. I was from December 30, 1935, General Manager (Managing Director) of the United Chemical and Metallurgical Works (Verein fuer Chemische und Metallurgische Produktion), with headquarters in Prague, Czechoslovakia.

From 1926 until 1933, I was head of the Research and Central Banking Department of the Czechoslovak National Bank. Beginning in 1923 I was always on the faculty of Charles University in Prague. I joined the United Chemical and Metallurgical Works on February 1, 1934, as Manager in charge of the commercial and financial part of the business. On January 1, 1935, I was appointed Deputy General Manager, and on December 30, 1935, General Manager of the whole concern, succeeding Mr. Max Meyer. As General Manager, I was in charge of the whole management of the company in Prague, as well as all its branches (associated companies in Czechoslovakia and abroad.

I came to the United States on July 17, 1940 as Visiting Professor of Economics at Brown University, Providence, Rhode Island. Since July 1, 1942, I have been on the faculty of Columbia University in New York.

The United Chemical and Metallurgical Works was created in 1867 as a corporation. Until 1919 the headquarters of the company were in Vienna; the headquarters were then transferred to Carlsbad, in 1931 to Aussig and in 1935 from Aussig to Prague.

In 1936, the activities of the company were the following: The company managed, first, its own factories in Czechoslovakia, the largest of them being the factories in Aussig (Utí) and in Falknov. In addition, it controlled the following companies in Czechoslovakia: The soda ash factory in Neustadice (together with Solvay and Company); the rayon factory in Lové (together with the Glanzstoff concern); the chemical works in Opatowitz; the Sole match, wood pulp and paper factories; the coal mines at Rudolfov in Slovakia; and the chemical works in Badonitz.

Further, the company participated in the following concerns operating in Czechoslovakia: The chemical works in Eolin, the chemical works "Synth Explosia", and the nitrogen works in Marianske Hory.

In foreign countries, the corporation controlled the "Hungari" Chemical Works in Budapest, Hungary; Zorka in Jugoslavia; "Marasesti" in Rumania (together with Solvay); its soda ash and chlorine factories in Austria, Jugoslavia, Rumania and Poland; and (together with Kalichemie) the chemical company at Neu Staessfurt near Bitterfeld.

As to the financial structure, it was the principle of the company to use bank credit so as to insure its remaining independent and being able to decide immediately what has to be done in the way of technical progress, new construction and so forth. When I left the company in March, 1939, the financial situation was extremely favorable. The liquid funds, comprising cash, deposits, inventories and raw materials and products, amounted to at least 500,000,000 Czech Crowns, or nearly \$18,000,000.

COPY OF DOCUMENT NO. 31 - 13556
OFFICE OF U.S. CHIEF OF CONSUL
FOR WAR CRIMES.

As to the distribution of the shares; Kivnostenska Bank and Solvay and Company owned together a little more than 25 per cent, forming the nucleus of a syndicate. Attached to the syndicate were the share holdings of some of our own companies, for instance, a major portion

(page 2 of original)

held by the Gelo; and furthermore small participations of companies controlled by the bank. This syndicate controlled altogether nearly 70 per cent of the shares, so that a firm majority was assured at all times, and the management was safe in planning for a long range program of the company. There was no danger that the established majority could be changed at the next annual meeting of the shareholders.

The dividend policy of the company was very conservative, giving the shareholders only a smaller fraction of the net profits, the profits being plowed back and used for technical improvement, investment and expansion of the enterprise. None of the major shareholders had ever insisted on a higher dividend.

On March 15th, 1939, as already mentioned, the financial structure of the company was unusually strong. The capital amounted to just 75,000 Czech Crowns, the reserve funds to 600,000,000. No banking debts or debentures were outstanding. During the occupation, the company was for to new investments for war purposes and issued debentures in an amount of between one hundred and 200,000,000 Crowns. At one time in 1938 we appraised the internal value of the company. We arrived at the time at a sum of two billion crowns. All our factories, as well as our holdings at home and abroad, were written off so much that the credit side of the balance sheet contained huge reserves in connection with practically every item. Our practice was to write off yearly the amount which was newly invested. This policy was directed by consideration of the very great risk inherent in the chemical industry, because we never know how long a new factory was to be used or would be superseded by a more modern invention.

The production of the company in its own factories included practically all the heavy chemicals and dyestuffs. The company operated its own coal mines and generated the greatest part of the needed electrical power. The company did not have, especially taking into consideration the concerns associated with it in Czechoslovakia, any real competition at hand. Its chief competition abroad in heavy chemicals was the I.G. Farben in Germany; in dyestuffs, the Dyestuff Cartel. In Southeastern Europe, the company developed, as already mentioned, its own branches producing heavy chemicals and competing mostly with I.G. Farben.

The company was a member of a number of international cartels and had some special agreements, cartel or technical agreements, with I.G. Farben and also with other foreign concerns. I.G. Farben considered the company as potentially the most serious competitor in this part of Europe. Since 1934, the company carried on what might be called an aggressive policy in export. The general decline of economic activity and the loss of markets in Central and Southeastern Europe urged the company to look for new markets abroad. For this reason the company tried to get higher quotas in all cartels and did not hesitate to leave a cartel or to start new production against a well-established cartel. Usually when such new production was started, the cartel very soon offered the company a quota. In such a way it was possible to more than

company to look for new markets abroad. For this reason the company tried to get higher quotas in all cartels and did not hesitate to leave

double the export of the company from 1933 to 1938, acquiring new markets even in the United States.

The most serious fight in the whole field was conducted in the production of dyestuffs. The company invested many millions in this production, had a comprehensive research program and was faced with a concentrated fight on the part of the cartel. The position was rather weak in the point. The domestic market for dyestuffs was substantial.

(page 3 of original)

The highly developed and powerful textile industry in Czechoslovakia prevailed upon the government not to grant tariff protection, not even what might be called "infant industry protection" to the new dyestuffs industry. Using this situation, the dyestuffs cartel, and later on also the DuPont Company, established in Czechoslovakia the lowest price level for dyestuffs. The company was able to get higher prices for dyestuffs abroad than in Czechoslovakia. It could, however, not retaliate against members of the cartel or other competitors because Germany, France, Italy, the United States and Great Britain granted high protection to the dyestuffs industry, and Switzerland was not an important market for dyestuffs.

Under these circumstances the company arranged a short term agreement for five years only with the cartel in 1934, which agreement assured it an increasing volume of production every year. In February, 1938, the cartel tried to tie up the company for 15 years, but this proposal was not accepted. The company preferred either an entirely free hand or just a short term arrangement. In the meantime, the dyestuffs branch was greatly expanded and new factories added to it and new types of dyestuffs developed; so that by 1938 the company represented a full-fledged dyestuffs factory able to comp with the cartel on even terms.

The oldest factory was located in Aussig (Usti). This factory produced, among others, the following chemicals: All the acids, chlorine, caustic sodium and caustic potassium permanganate, titanium dioxide, barium salts, benzoic acid, synthetic cryolite, fluorides, sodium dioxide and the dyestuff factories were part of the Aussig plant. Two lignite mines were located near the plant, the lignite being conveyed directly to the steam houses. The electrical current was generated partially by its own power station and partially was delivered from the water power station at the near River Elbe. A special agreement was signed with the government guaranteeing the plant a minimum delivery of 6,000 kilowatts. The main research and experimental laboratories were attached to this plant, including the dyestuffs laboratory. The total number of workers in 1938, without the coal mines, amounted to 2,400.

The chemicals listed below are the most important manufactured in the Aussig plant, together with estimates as to the annual production of each chemical:

1. Concentrated H₂SO₄. Production for 1938 is estimated at 70,000 tons. This constituted about 25 per cent of the total output of sulphuric acid by all the plants of the Aussig Company. The Aussig plant has concentrating equipment. Production of H₂SO₄ could not be increased in the Aussig plant without setting up new plant buildings for the purpose.

COPY OF DOCUMENT NO. MI-13555
OCT'D.

2. Liquid Chlorine. Auesig's production of this substance in 1939 is estimated to have been 13,000 tons.

3. Caustic soda and caustic potash. These substances are produced in connection with the manufacture of chlorine and the production of caustic soda would run 10 per cent more than that of chlorine. Production of caustic potash was about 4,000 tons per year. Before the present war, at any rate, the Auesig Company produced caustic potash only in its plant located in Auesig. Caustic soda was produced in several of its other plants.

4. Potassium permanganate. Production of this substance in 1939 is estimated as having been 2,500 and 3,000 tons yearly. Potassium permanganate is used on a large scale in chemical plants as an oxidizing

(page 4 of original)

agent. It is used by I.G. for purposes of oxidation in connection with the manufacture of dyestuffs. It is an indispensable ingredient in saccharin. Without potassium permanganate -- no saccharin.

5. Superphosphate fertilizer. In 1939, the production of superphosphate fertilizer by all of the plants of the Auesig Company was estimated at 300,000 tons. The factory at Auesig produced about 25,000 tons.

6. (NH3). The production of ammonium in the Auesig plant in 1939 was estimated at about 1,200 tons. This amount was used in the factory to make nitric acid and liquid ammonia.

7. Synthetic cryolite. Estimated peace-time production is 8,000 tons per year. This capacity could easily be increased. This substance is indispensable to the manufacture of aluminum. For a given quantity of aluminum produced, 8 per cent of synthetic cryolite is needed. This substance is also made by I.G. at its Leverkusen plant, with a peacetime production of 3,000 tons per year, and by the plant at the Bergwerkwerke near Porne in Saxony. (Peace-time production of the latter company is estimated to be slightly in excess of that of I.G.).

8. Nitric Acid. 12,000 tons per year.

9. Zinc Chloride. Peace-time production is estimated at two to three thousand tons per year. Among other things this chemical is used for the impregnation of cross-ties and is especially important for this use in times of war when tar, which is ordinarily used, is needed for other purposes.

10. Bleaching powder. Peace-time production of this substance was high and it is estimated that the Auesig plant could produce at least 10,000 tons of it per year. However, if it were produced in such large quantities it would cut down on the quantity of production of liquid chlorine produced by the plant. Bleaching powder is used extensively for disinfecting purposes.

However, if it were produced in such large quantities it would cut down on the quantity of production of liquid chlorine

COPY OF DOCUMENT NO. NI-13558
CONT'D.

The second factory in the Sudeten part of Bohemia was the electrochemical factory in Falknov with 1,500 workers. The plant is situated near a great lignite mine with a yearly production of more than 400,000 tons of lignite. This lignite was used for the generation of the electrical power and steam. The production of electrical power reached 300,000,000 of kilowatt hours yearly. The chief products at this plant were: Carbide, calcium cyanamide, ferro-silicon, ferro-chromium, perborates, hydrogen dioxide, sodium chlorate, potassium chlorate, formic acid, oxalic acid, cyanides, and the beginning of production of ferro-molybdenum and ferro-tungsten. This factory was the most modern and had the lowest price for electricity, 5h (Keller) per one kilowatt, which is equal to one-fifth of a cent.

The principal products manufactured at Falknov (Falknov) and estimated annual production of each prior to the war are as follows:

1. Carbide. 50,000 tons per year. It is believed that the capacity of this plant was greatly increased by the Germans. Lignite of the quality needed to manufacture carbide is found in large quantities in the Falknov area. The I.G. plant near Bitterfeld which is equipped to produce large quantities of carbide is, by contrast compelled to obtain its lignite from Saxony and that necessitates a long haul. Other

(page 5 of original)

reasons for the Germans increasing the carbide productive capacity of this plant are that electric power is plentiful in this area and that Falknov is believed to be a safe location.

Carbide is of great importance to Germany; in addition to being used for welding it is important as a source for acetylene hydrogen and chlorinated acetylene which are necessary for the production of synthetic rubber.

2. Nitro an in the form of calcium cyanamide. 5,000 tons per year before the start of the present war. This product is used as a fertilizer. A small amount of the product is a starting material for the manufacture of an impure sodium cyanide.

3. Ferro-silicon. About 4,000 tons per year in normal times.

4. Ferro-chromium. 1,500 to 2,000 tons per year.

5. Formic acid. 1,500 per year.

6. Oxalic acid. About 1,000 tons per year.

7. Sodium and potassium chlorate. 1,200 tons per year.

8. Sodium perborate. 500 to 600 tons per year.

9. Hydrogen peroxide. 200 to 250 tons per year.

COPY OF DOCUMENT NO. VI-13555
CONT'D.

The Sudeten area, which included Aussig and Falknov, was occupied by Germany between October 1 and October 10, 1938. On October 12th, two men appeared in my office in Prague, one Engineer Brunner, who was in charge of the Falknov plant, and the other Dr. Hans Kugler, manager of I.G. Farben. They presented their credentials and informed me that they had been appointed by the German Ministry of Economics to be "Kommissarische Leiter" of our factories in the area taken by the Germans. They had obtained full power to act for the company. They informed me that they had even the power to incur debt on our behalf without asking for our approval. They further told me that they were not allowed to give us any special information as to what was going on in the factories, and they were not supposed to accept any order from us. This was to be a management detached from the headquarters and what kind of report we should get they did not yet know.

A few days afterwards all the Czech employees and non-Aryan employees of the Aussig and Falknov factories were dismissed and sent to Prague. When we tried to do the same, and to send to the Sudeten area taken by Germany employees of German nationality, we received immediately a very stern protest saying that we were not supposed to do any such thing, and the German employees were to stay in Prague.

Shortly afterwards Mr. Hugo ZINSEER, who was manager of the Dresdner Bank in Berlin and who was very well-known as the Nazi Party exponent in this Bank, came to us in Prague. He told us that we had to reckon with the necessity of selling our two factories, and he offered his good service to get us a good buyer and a decent contract. My answer was that we were not inclined to sell these factories; we owned in Germany factories since the '80's, we never sold any of our factories and we intended to stay. He said, "This is a different story. The factories in the Sudeten area do not fall in the same category as to the factories in the old 'Reich'."

(page 6 of original)

Observing developments of the whole situation, we took steps to protect ourselves, if possible, by arranging what we thought would be best for our interest. We had very old, friendly relations with the Ruetgers works in Berlin, and we had confidence in the managers of this firm, Mr. KILL and Mr. KUELLER, who were known as not being Nazis. Mr. Mueller came to Prague and we agreed that we should establish together with Ruetgers a new company which should take over our two factories in the Sudeten in such a way that we should be able to maintain our interests; it was clear that when the situation changed the Ruetgers people would be willing to cede us back our whole ownership.

One week after this visit Mr. Zinseer came back very angry and told us that he did not then know the decision of the Nazi regime about our plans with Ruetgers, but that "the government was not willing to let it get out that we were not allowed to choose our partner; but we would have to negotiate for the sale of our factories only with those firms which should be indicated to us by the German Government." These

COPY OF DOCUMENT NO. NY - 13555
OC:TD

firms were the I.G. Farben, and, as a junior partner, Heyden Reichenh. Only if we could prove that we were not able to arrive at a satisfactory deal with them should we obtain the name of the next firm with whom we would be supposed to negotiate. He advised us not to delay because every day would jeopardize our interests.

We were aware, of course, of the interest of I.G. Farben. They were afraid that if somebody else acquired our two plants, with a free access to the German market, their strong and mostly monopolistic position in Germany would be menaced. That was true especially of the dyestuffs.

We were surprised to see the firm Heyden trying to get a share. The whole story was explained to us behind the scenes in the following way: Heyden approached Hans Kehr, a big member of the party, who had special interests in Saxony where the Heyden firm is located, and he fixed it with the German Government that I.G. Farben obtained permission to buy our plant only under the condition that Heyden got its shares.

The first meetings with those buyers were held in Berlin on November 7, 8 and 9th, 1938, during which only the general lines of a possible agreement were discussed. At these preliminary meetings, it was agreed that Aussig and Falkenau were to be sold to a corporation to be organized by I.G. and von Heyden. I have been shown a Preliminary Agreement dated November 7, 1938 which covers many additional terms, such as price. This puzzles me because to the best of my recollection the purchase price was the subject of bitter controversy and was not decided upon until subsequent negotiations. Our preliminary discussions and arrangements were most inconclusive and, while it was agreed to sell, I believe that the important terms of the sale had not been agreed upon in November. We tried to win time and to drag out the negotiations, pressure was becoming sharper; we were invited to the final negotiations in Berlin on December 7th and 8th, 1938. For our side the following persons took part: Mr. Dvoracek, General Manager of Zivnostenska Banka, and Vice Chairman of the Board of our company; Dr. HARTMANN, head of the legal section of the Company, and I. On the German side, the meeting was presided over by Mr. Georg Aug. Dr. von SCHMITZ, Member of the Managing Board of I.G. Farben, and attended by about sixteen people, among them Mr. Hans ZIMMER who I have mentioned, Max HIGER, also a member of the Managing Board of I.G. Farben, Mr. STUBBINS of Heyden, Mr. KUMM of the technical side of I.G. Farben, Mr. KUHLER, and a number of other key men of I.G. Farben. (Dr. Hermann SCHLITZ, President of I.G. Farben, had been present at the first meeting in November, at which also the chairman of our company, Dr. PREISS, took part). The negotiations were very tough. We tried to get all possible and impossible concessions in order to make the arrangement very difficult. I.G. Farben was willing to make concessions which were minor on their part and did not impair the position of I.G. as ruler of dyestuffs in Czechoslovakia and in Germany once it had the Aussig-Falkenau plants. For example

(page 7
of orig.)

COPY OF DOCUMENT NO. NT-13556
CONT'D.

The Munich agreement of September 23, 1938, signed by Germany, Italy, Great Britain and France, stated that all the factories in the area to be occupied by the Germans must remain intact, and all the materials must remain there. But I had given just the opposite order to the factories, and with the help of the Czech Government we stripped the two factories of all that was possible to remove. Even some of the machinery was taken away. I.G. Farben knew that, and it was mentioned at the meeting, but no serious attempt was made to ask us to return those goods and inventories taken away.

We continued coming with new demands. During the second night, at half past one o'clock, Dr. SCHNITZLER finally became excited and said, addressing me, "I know that you are trying to sabotage the deal. Therefore, I am going to report to our government that because of your attitude the social peace in the Sudeten area is menaced and that unrest can be expected at any moment. Yours is the responsibility". At that moment I interrupted the negotiations saying, "We are sitting here, although under pressure, as one firm talking to another firm, trying to work out a deal. Now then when you come in with a threat and appeal to your government, I cannot go on sitting here, and I must simply report to our government and have the matter arranged between the two governments."

I left the room and sounded out whether any support could be obtained from our government. The advice was, "Try to get the best you can." It was clear to me, especially from Dr. Schnitzler's threat, that if we did not sign this deal, after I.G. Farben was ready to accept some of our conditions the factories might be seized and managed on behalf of the German Government on the pretext that it was necessary to do it to safeguard the employment and peace in this area. How much and what we might get then from the government was completely uncertain.

Next day the agreement was signed giving us a lump sum of 220,000,000 Czech Crowns for the two factories and three coal mines. This amount was to be paid partly in Czech currency by way of the German-Czechoslovak clearing account and partly in goods deliveries from our old plants for the need in the remaining parts of Czechoslovakia. We were not producing in other factories in Czechoslovakia all the chemicals needed in the country. As of 1938, the value of production in these two factories amounted to about 75 per cent of the total value of production in our own factories in Czechoslovakia.

I was acquainted with Dr. SCHNITZLER, whom I had not regularly at the meetings of the dyestuff cartel. I met him socially once in my home in Prague in 1936 (together with other members of the dyestuff cartel), and in his house in Frankfurt in November 1937. He was a man resembling a kind of diplomat-businessman, very clever, having world-wide relations, traveling every year to the United States, and not agreeing openly with a number of things done by the Nazi party. In his house in 1937 his wife showed to Mrs. BASCH and to me proudly a number of paintings which were on the list of forbidden paintings in Germany, and told us that she goes secretly to Holland to visit her old friends, expelled or emigrated from Germany, painters and the like. On the whole, Dr. SCHNITZLER was one of the mild Nazis.

(page 8 of original)

Karl ZINSSER represented a clear Nazi party line, being very radical in trying to get whatever he could in the Sudeten area to enrich the German business and banks. In view of his youth, he occupied a rather surprising important post.

Max FLOWER was most unpleasant during the whole negotiations. He appeared at the table with a golden Hakenkreuz, which was given to the old and distinguished members of the Nazi party. He behaved in a very arrogant manner, sarcastic and threatening at the same time; on the other hand trying to outline a plan for future cooperation of our firm with I.G. Farben especially in Southeastern Europe. He was active in promoting the interest of German firms and the German economy throughout the Balkans, was helpful and instrumental in the economic penetration of these countries, with the help of various barter and bulk purchases agreements. It was well known that the I.G. Farben agencies in these countries were the hiding places of some of the German propagandists and were distributing openly or secretly Nazi propaganda. With the growing political success of Germany, especially after the annexation of Austria in March '39, this propaganda was becoming more and more open and aggressive.

I have no further knowledge of what happened to those two plants after they were taken over by the Germans. I was informed that both were greatly enlarged. The Falkow plant expanded its production of ferro-alloy and carbide. The Aussig plant increased its production of chlorine, and there are some indications that the production of war gases was located there too. The company in Prague remained, so far as I know, legally an independent company without great changes in the structure of its shareholders.

I left Prague on March 14th, '39, to attend a meeting in Brussels and in London, and I have never returned. As my successor, Mr. MARTINEK was appointed, and in 1941, his place was given to Mr. Bernhard ADOLF, a Sudeten German who was put in charge of the whole war production in the Protectorate of Bohemia and Moravia.

As to the company's control in Hungary, Austria, Yugoslavia and Rumania, we arranged with Solvay & Company in Brussels in August '38 to take steps which would save those companies from being taken over by the Germans if they occupied Prague. A holding company was established in Zurich which took over the ownership of our foreign branches and also took over virtual control of them on March 13, 1939. One of the first questions the Germans entering Prague on March 15, '39, was: "Where are the holdings of your firm in the Balkans?" They were very disappointed to find out that the holdings did not belong to Prague any more, and in the successive years they tried several times to remake this deal and to get the companies back to Prague.

As yet I do not have complete knowledge of what the actual situation is. What I know is that the company in Rumania, Carneesti, was reorganized in February 1945, and is now entirely controlled by Zurich and Prague.

COPY OF DOCUMENT NO. NI-13555
CONT'D.

.9 of
116.)

The two factories in Aussig and Falkow were the most important in our concern. The first one, established, as previously mentioned, in 1867, was known throughout the world as a center of chemical research and was the mother factory of the whole concern. It granted technical assistance to all our factories owned or controlled. The concern was financially very strong. It didn't need any fresh resources. The two factories, both very modern, and highly earning power. It would never have occurred to us to sell them because selling them went to enslave our concern. We tried desperately to keep the ownership, as shown by the attempt to organize a special company with Rustgers. The only reason why the factories were sold was the brutal pressure exerted by the German Government, as well as by I.G., who was behind the deal and prevailed upon the government to put them first on the list of those with whom we were supposed to negotiate.

From the point of view of the German armament production these factories became very important when the air bombardment started from England, because then very important war production was shifted to what was considered to be safe areas. Both factories were outside of the margin of safety for bombers located in England, and could be reached only when the air raids started later on from Italy. It was a very welcome refuge for a number of war products. Only a thorough inventory now will indicate what kinds of production were introduced there for this particular purpose.

As to the special activity of the persons taking part in the deal, it is my opinion that Mr. ILGNER and Mr. ZINSSER are the two persons who conspired with the German Government to prepare the whole set up for this particular deal. Mr. SCHWETTER certainly was also very glad to get hold of the chief factory of a disgraceable competitor. I would only say that the devices used by him were perhaps more pleasant and he was not as brutal as was Mr. Ilgner and Mr. Zinsser. The whole deal could be called the rape of a competitor.

(signed) Antonin Basch
Antonin Basch

Sworn to and signed before me this 3rd day of November 1947 at 1218 H Street, N.W., Washington, D. C.

(signed) Belle Meyer

Belle Meyer

A.S.C. No. 8218613

Office of Chief Counsel for War Crimes
U.S. War Department.

C E R T I F I C A T E

I, HILDE MAYER, AGO D 429874, hereby certify that the above is a true and correct copy of Document No. NI - 13555, the original of which is in the English language.

23 January 1948

(E N D)

- 10 -

HILDE MAYER
D 429874.

Can
sup. Sch.
CG

TRANSLATION OF DOCUMENT NO. NI-10722
OFFICE OF CHIEF OF COUNSEL
CHICAGO

Exh. # 2080

I.G. BERLIN NW 9
Unter der Linden 92

Dr. Lauer-Regalin's Initials

To

Verkaufsgesellschaft Chemikalien
(Sales Company Chemicals)
Juristische Abteilung
(Legal Department)
Attention: Dr. Lauer-Regalin

Frankfurt/Main

| | | | |
|----------------|----------------|-----------------------|--------|
| Your Reference | Your letter of | Our Reference | Date |
| | | Juristische Abteilung | |
| | | Akt. | 18 Dec |
| | | Ko/Frd. | 1933 |

Subject: Purchase of Aussig and Falkenberg plants

As agreed upon we are mailing you at the same time as this letter 40 copies of the agreement concluded on 7 Dec 1933 putting into effect the purchase of the Aussig and Falkenberg plants by Chemische Werke Aussig-Falkenberg G.m.b.H.

At Dr. Kugler's request we have sent 2 copies of the agreement and, in addition,

- 1) a copy of the letter to the firm Geigy, Basle, regarding the dyestuffs agreement
- 2) a memo on the financial settlement of the agreement
- 3) a draft of the letter to be sent by Verein fuer Chemische und Metallurgische Produktion, Prague, to I.G. Farbenindustrie Aktiengesellschaft
- 4) the arbitration-agreement of 7 December 1933 between Verein fuer Chemische und Metallurgische Produktion in Prague and Chemische Werke Aussig-Falkenberg G.m.b.H. in Dresden

These were sent direct to Aussig, as Dr. Kugler asked us to send them to him as soon as possible.

Dr. Oster also received direct from us 1 copy of the agreement as a basis for the nitrogen of lime negotiations.

We furthermore sent Chemische Fabrik von Heyden A.G. 15 copies of the agreement at its request.

TRANSLATION OF DOCUMENT NO. NI-10722
OFFICE OF CHIEF OF COUNSEL FOR WAR
CRIMES (continued)

As agreed upon, you are to distribute the copies
within Farben itself.

JURISTISCHE ABTEILUNG

(signature) Kersten

P.S. We also sent 1 copy of the agreement direct to Director
Eigasser.

CERTIFICATE OF TRANSLATION

I, Ross A.M. Macleod, REF 39347, hereby certify that I am
thoroughly conversant with the English and German languages
and that the above is a true and correct translation of the
Document No. NI- 10722

bas 26
up 9
vsw

Exh. # 2081

TRANSLATION OF DOCUMENT No. NI-11743
OFFICE OF CHIEF OF CONSUL FOR U.S. CITIES

The German Employment Director Dortrecht, 29 November 1943
(Arbeitsfachvermittler)
of the Labor Office Dortrecht

To the Chief of the Labor Office

Opladen

G.Z. 5780 Kr.

Subject: Breach of workcontract of the Dutchman B. IKING,
born 13 December 1920, living in Leerdam, Simeonstr. 28

Reference: Your letter of 28 October 1943, GZ. IIs 2- 5760 B.5

I have acquired the information, that the above mentioned Dutch-
man is at the time ill and not able to work.

I shall personally see to his reinstatement.

Initials

(page 2 of original)

Leverkuesen, 15 October 1943

To the
Labor Office in Opladen

to be forwarded to the german recruiting agent at the Labor Office
Leerdam, the Netherlands.

Subject: Persons from the Netherlands who break contracts:

The below mentioned worker has unauthorized, and therefore
breaking his workcontract, left his place of employment and has
allegedly returned to his homecountry.

| | |
|-----------------------------|--|
| Christian Name and Surname: | IKING Bastiaan |
| Date of Birth: | 13 December 1920 |
| unaccounted for since: | not returned from leave from 8 September to 16 September 1943 |
| Place of work up to date: | I.G. works Leverkusen |
| Exact homeaddress: | Leerdam, Simeonstr. 28 |

(page 2 of original, cont'd)

Request for reinstatement and information.

..... Healthinsurance will be watched

Initials

28 November 1943

I.G. Farbenindustrie Aktiengesellschaft

Signature of the plant Manager

| | | |
|---------------------------|--------------------------|---------------------------------------|
| Iib 2-5760 B.5 | Opladen, 28 October 1943 | Reported for work 11 June 1943 |
| Indexcard cleared | | Supplementary card 191/...67376 |
| Labor Office Opladen | | Professional assignments |
| Department for Foreigners | | Permission for work valid until |

(handwritten:)

1) Inquiry

2) Report

Initials, 5 November 1943

(page 3 of original)

Director General for Special Administration of Law,

Economic Coordination.

Official Notice concerning
confiscation of a document
re labor employment.

Official Notice concerning Confiscation.

On 1 October 1947, I, Melkje J.C. MEYLIEN, Chief of Dept.
Economic Coordination of the General Office for Special Administration
of Law, have confiscated from the hands of Coert Hendrik van
Zijnsbergen, Chief of the Dordrecht Office of the Political Police,
Section Economic Collaboration, district Rotterdam:

TRANSLATION OF DOCUMENT No. NI-11713
CONTINUED

(page 3 of original, cont'd)

A letter of the Deutscher Reichsfachvermittler beim Arbeitsamt
Dordrecht, dated 29 November 1943, to the Leiter des Arbeitsamtes
at Opladen, with enclosure, being a letter of the I.G. Farbenindustrie
Aktiengesellschaft dated 15 October 1943, to the Arbeitsamt Opladen.

This official notice has been sworn to by me on my oath of
office and has been drawn up by me at the Hague, on 1 October 1947.

(signed) The Police Official

MEYLINK

CERTIFICATE OF TRANSLATION

27 October 1947

I, Suzanne DAVID, Civ.No. 17342 hereby certify that I am a duly
appointed translator for the German and English languages and that the
above is a true and correct translation of the document No. NI-11713.

Suzanne DAVID
Civ.No. 17342

base 6
sup 276

TRANSLATION OF DOCUMENT NO. VI-14029
OFFICE OF CHIEF OF CONSUL FOR WAR CRIMES

The German Special Advisor
at the Labor Office's - Hartogenbosch
02 5782 7/6.

(Trans, note, handwritten: 204)
Hartogenbosch, 8 July 1944.

To the Municipal Police.

Exl. # 2082

The Dutch man

School Johannes, 16 Dec 1921, Berlicum,
Brakman 5 113.

is to be sent to the Aersfoort Camp.

Returned from the firm IG Werke Leverkusen.

(signature) illegible.

CERTIFICATE OF TRANSLATION

I, DOROTHEA L. GALE/SHI, ETO #34079, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. VI-14029.

DOROTHEA L. GALE/SHI,
ETO #34079

R X D

base 6
rep. mlu
26

TRANSLATION OF DOCUMENT NO. NL-14030
OFFICE OF CHIEF OF COUNSEL FOR WAR
CRIMES

Ex. # 2083

(Translator's Note: Handwritten note:
EAS.)

The German Special Advisor
at the Labor Office's' Hartogenbosch.

'a. Hartogenbosch 21 July 1944

OS 5752./Le

To the
Municipal Police
Bristol.

The Dutchman

O.J. de Bruijn

14 June 1944, Bristol.
Flower Kerkstraat 51.

is to be sent to the Amersfoort Camp.
Returned from the firm I.G. Farbenindustrie AG, Leverkusen.

(Signature) Lent (P)

CERTIFICATE OF TRANSLATION

I, DOROTHEA L. GALEWICKI, DTC NO. 34079, hereby certify that I am thoroughly
conversant with the English and German languages; and that the above is a
true and correct translation of document no. NL-14030.

DOROTHEA L. GALEWICKI
DTC NO. 34079

Base 6
sup 3/6

ExL # 2084

TRANSLATION OF DOCUMENT NO. NL-14153
OFFICE OF CHIEF OF COUNSEL FOR WAR
CRIMES

To
Firm
Friedrich Boos
Helmholtzstr. 61 - 67
Köln/Rhein/Bickendorf

799 To

26 November 1941

Concentration Camp Auschwitz
Delousing Installation

The above Concentration Camp has ordered 500 kilo of Cyclon in cans containing 200 g each, and therefore apparently intends to carry out delousing on a large scale. We would be interested to learn whether the apparatus supplied at the time for concentration camp Buchenwald has now been installed in Auschwitz and whether we can expect the other order for three sets of apparatus.

Heil Hitler!

RENDT & LINGLER D.m.b.H.

CERTIFICATE OF TRANSLATION

I, DOROTHEA L. GALEWSKI, NTO NO. 34079, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. NL-14153.

DOROTHEA L. GALEWSKI
NTO NO. 34079

END

Leave to
say this
of

TRANSLATION OF DOCUMENT NO. NL-14164
OFFICE OF CHIEF OF COUNSEL FOR WAR
CRIMES

Ex. # 2085

Frankfurt/Main, 3 December 1941
1 3 Pm

Degesch
Frankfurt/Main

Concentration Camp Auschwitz

On receiving a phone message from Herrn WUESTFINGER, that Auschwitz has ordered 500 kilo of Cyclon in cans containing 200 g each, we inquired from Boos about the progress of the construction in Auschwitz. We have now received the following information:

"With reference to your letter of 25 November 1941 I beg to inform you that the construction of the delousing installation has not yet been started. The purpose for which Concentration Camp Auschwitz is using the 500 kilo of Cyclon in 200 g tins is unknown to me; as soon as I receive the order and the quota number I will forward it to you. I beg you to be patient until then".

HERMOT & LINDLER G.m.b.H.

(Initials: S.R.)

CERTIFICATE OF TRANSLATION

I, DOROTHEA L. GALEWSKI, ETO NO. 34079, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. NL-14164.

DOROTHEA L. GALEWSKI
ETO NO. 34079

END

case 6
sup 26

EXH # 2086

TRANSLATION OF DOCUMENT No. 41-15007
OFFICE OF CHIEF OF COUNSEL FOR WAR
CRIMES

Wilhelm AVIENY
Military Economy Leader,
Chairman of the Vorstand
of the Metallgesellschaft A.G.

Frankfurt/Main, 11 January 45
Bockenheimer Anlage 45

(handwritten) b. 24 Jan 1945
Scha/Pl.

To
Generaldirektor Schlosser
Deutsche Gold- und Silber-
Scheidanstalt

W a c h t e r a b a c h

Dear Herr Schlosser!

Some time ago you kindly declared your willingness to make a donation, similar to that one made by the Metallgesellschaft, to Obergruppenführer Hildebrandt, who has undertaken mainly to sponsor the SS and the Waffen-SS. A short while ago Obergruppenführer Hildebrandt told me that he was sorry not to have been able to contact you then, as on account of the special order by the Reich Führer he had first to go to Odessa and then had to stay in Romania.

He has facilitated relatively much the donation of the Metallgesellschaft - as far as taxes are concerned - as he had the invoices for the book donations made out directly to the Metallgesellschaft. At the same time he has had invoices made - however, without my causing it - to your firm, too, to the approximate amount you mentioned at the time, and he had them sent to me. At present unfortunately I have no opportunity of seeing you. The trip I wanted to make there I will have to postpone too, as the snow situation entails some difficulties for the regular wood-burner.

That is the reason why I inform you in writing of the letter by Obergruppenführer Hildebrandt and enclose his invoices.

Perhaps you will be good enough to inform me of your point of view. As concerns taxes, the affair will in any case be in order, that was confirmed to me by Obergruppenführer Hildebrandt's deputy, Gruppenführer Statlerat Dr. Turner, who is Ministerialdirektor in the Ministry of Finance.

(page 2 of original)

Hoping that you are well and we shall soon have the opportunity of a much desired personal conference, I am with kind regards and

Heil Hitler!

Yours

(signature) Avieny.

Enclosures.

(page 8 of original)

24 January 1945
Schl/Pl/II

To
Generaldirektor Wilhelm Avieny
Chairman of the Vorstand of the
Metallgesellschaft A.G.
Frankfurt/Main
Bockenheimer Anlage 45

Dear Herr Avieny:

I acknowledge receipt of your letter dated 11 January and I have taken notice of your information concerning the donation for Obergruppenführer Killebrandt. According to my memory we then talked about the sum of RM 30 000.—, so that the enclosed invoices of a total of RM 45 000.— are very much in excess of this sum. However, I found my competent colleagues very understanding and therefore, we also declare our willingness to donate this amount, so that I handed the three invoices to my colleague Bernau, and the remittance will be effected immediately.

I would welcome it very much if you and your colleagues Trentos and Dr. Boulois would soon come and visit us at Waechtersbach. Apart from the theme IPO there are really enough and important enough problems which similarly touch the two firms which are good friends since old times, and concerning which a discussion would be most urgently desired. In this respect we again suggest Waechtersbach, as the experience shows that discussions in Frankfurt very much suffer from alerts and the conditions of the times, whereas, e.g. here we are still able to have our Vorstand's conferences in peace and thoroughness regularly every 2 weeks. Personally I would also be very glad if I could welcome you again after so long a time, and finally I may be allowed to thank you cordially for your sympathy.

Heil Hitler!
Yours

CERTIFICATE OF TRANSLATION

I, Emy ROSENBERG, ETO #30076, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. NL-15007.

Emy ROSENBERG,
ETO #30076.

E N D

AFFIDAVIT

EXH #2087

best b
sup. 76

I, Dr. Gerhard FIEBIGER, living in Neue Friedenstr. 3, Friedberg, Hesse, born on 14 March 1900 at Brussels, after having been warned that I shall be liable to punishment for making false statements, herewith declare the following under oath of my own free will and without coercion

1. At present, I am working in the firm of Allgem. chem. Fabrik Friedberg, as chemist, disinfecting technician and pest control specialist. In 1925, I passed the tests as Dr. phil. nat.. From 1921 to 1923, I was a working student at DEGESCH (Deutsche Gesellschaft fuer Schaeffling-Schaeffling, Frankfurt/Main); from 1924 to 1928 I was chemist and plant manager at the Dessauer Werke fuer Zucker und chem. Industrie, Dessau. From 1929 to 1945 I was chemist, Handlungsbevoll-maechtigt, Prokurist of DEGESCH (Deutsche Gesellschaft fuer Schaeffling-Schaeffling); in 1939 I became deputy business manager and in 1944 principal business manager of DEGESCH.

2. While still a works student, at the suggestion of a friend I acquainted myself with the production of prussic acid in the laboratory. I took part in the first primitive experiments of DEGESCH to produce Zyklon. These took place in an old stable in Frankfurt/Main.

Prussic acid is a pure chemical, whereas Zyklon is an invention by Dr. HIRSH. It is a liquid with a high percentage of prussic acid which is adsorbed on to various types of porous carriers, and is combined with an irritant to serve as indicator (SOLPENT-FLUOR patent). Zyklon is shipped in sealed, airtight tins.

After 1 1/2 years of study in the factory, in 1924 I was put in charge of an experimental plant for obtaining liquid prussic acid at the Dessauer Werke fuer Zucker und chem. Industrie, Dessau. The DEGESCH in Frankfurt manufactured prussic acid from a mixture of sodium cyanide and sulphuric acid.

(Signature) Dr. FIEBIGER

(page 2 of original)

It could neither be produced nor applied on a large scale, however, the Dessauer Zuckerwerke had a cheap raw material in the form of sugar residue. After the first experiments had been found to be successful, the DEGESCH commissioned the Dessauer Werke to manufacture Zyklon, that is to say, the Dessauer Werke provided the installations and technical supervision, whereas DEGESCH, as owner of the patent and manufacturing license, was the actual manufacturer. The equipment for the Zyklon plant was furnished by DEGESCH. Furthermore, DEGESCH delivered regular supplies of the carrier material, tins, etc. for the manufacture of Zyklon, so that the Dessauer Werke merely had the task of producing the liquid prussic acid, mixing it with the irritant and finally filling the finished product into the tins. DEGESCH then settled with the Dessauer Werke for all outlays such as wages, which the Dessauer Werke had made.

(page 2 of original, cont'd)

3. Before I began the actual business manager of DEGESCH (1941/42), the following, main offices, had been by predecessors. Herr SCHLASSER of DEGESCH, Herr STILKE and Generalleutnant [redacted] of I.G. Farben. The business managers were responsible to the business associates, i.e. I.G. Farben, DEGUSSA and Th. GOLDSCHEIDT. To exercise their supervision the associates used the so-called Administrative Council. The under-mentioned members of the Administrative Council took an especially active interest in DEGESCH matters. Generalleutnant [redacted] for I.G. Farben and, occasionally, HAUROGGER, SCHLASSER of DEGESCH, and Th. GOLDSCHEIDT. Th. GOLDSCHEIDT. When any important decisions had to be made, the associates were asked by mail for their consent. Unless the associates agreed unanimously, no decision could be made.

4. The associates were regularly informed of the business matters of DEGESCH by means of monthly, quarterly and annual reports. I think the monthly reports were submitted only for a relatively short time, and the quarterly reports also only for a while, whereas of course the annual reports were submitted regularly. The quarterly report gave an account of business developments of the various products:

(Signature): Dr. PETERS

(page 2 of original)

Zyklon B, Zyrtex, Yontex, Cartex, F-gas, Celcid, Arogonal, etc. These reports gave figures of sales to our various customers, such as the Wehrmacht, Hiltex SS, concentration camps etc.

The annual reports presented an overall survey of progress made, statistical comparisons with the previous year, balance-sheet, profit and loss, report on the chief customers and the changes which had taken place among the customers during the current year. They compared the extent to which the various products had contributed to the results obtained, and surveyed the prospects for the coming year. These reports were read at the associates' meeting. The fact, that the business reports were read and discussed at the meeting of the Administrative Council and that these reports were mailed to the associates, proves that the associates knew about the shipments of Zyklon B and the deliveries to the concentration camps and the SS made by DEGESCH. By far the greater part of Zyklon B shipped to the Wehrmacht and SS together in 1942/43 was received by the SS. In 1942/43, TESCH & STABENDT shipped to the Auschwitz concentration camp about 19,000 kg Zyklon B by far the greatest quantity ever shipped to a single concentration camp. All these shipments were known to DEGESCH, since at that time shipments still went directly from the factory to the concentration camps, whereas at the end of 1943 or the beginning of 1944, shipments were made via the Main Medical Supply Depot (Hauptversorgungsdepot) and the SS Central Medical Supply Depot (SS Zentrallieferungsdepot) in Berlin.

5. TESCH & STABENDT, Hamburg, were the principal agents for DEGESCH Zyklon B for the area east of the Elbe, while HELL, Frankfurt, worked the area west of the Elbe. To begin with, HELL owned only 50% of HELL, but as a result of subsequent negotiations received one further share, which gave them the majority. From the start DEGESCH owned 55% of TESCH & STABENDT, but sold the interest in June 1942 for a lump sum of R. 40,000.— representing a share in the profits of TESCH & STABENDT

(page 3 of original, cont'd)

and for certain selling rights for non-prussic acid products which were accorded to TESCH & STAEBEL in the Main Representative Agreement of 1925.

(Signature): Dr. PETERS

(page 4 of original)

6. In three cases, I, or rather DEGESCH, knowingly eliminated TESTA from its rightful sales area and shipped Zyklon to customers of TESTA without the latter's knowledge. The first case concerned a small quantity of liquid prussic acid to the Greifswald University for experimental purposes and it was done because a state institution sent a request directly with express instructions to preserve secrecy. The second case was the following: When war started DEGESCH was given a secret commission by the G.K.H. for experiments with prussic acid stabilization; the aim was to use prussic acid as a chemical warfare agent. I opposed this because as specialist on gas I considered the utilization of prussic acid as poison gas to be unsuited to the purpose. The third case concerned the Heffen SS. I was requested by Prof. RUGOSKI to see Dr. GELSTEIN in Berlin. He gave me an order, marked "Top Secret", to make certain shipments to him directly without notifying TESCH & STAEBEL. These were regular shipments consisting of about 3 - 4 consignments, which may have amounted in all to 1,200 - 1,500 kg. I no longer remember the exact quantity, but according to the books which show unpaid invoices amounting to R 16,000.— for this order, it is possible that the quantities were greater.

7. When, on orders of RUGOSKI, I visited GELSTEIN in Berlin, the latter told me that to begin with he would have to obtain from me a pledge of secrecy with regard to a "Top Secret" matter. This concerned the use of prussic acid, not for disinfecting purposes but for human beings. At first I misunderstood him and replied that I had known about this task of the Wehrmacht for some time (I meant the secret order I had received from the Wehrmacht, the object of which apparently was the use of prussic acid as poison gas). GELSTEIN corrected my mistake and explained to me that on orders of the Reichsfuehrer SS, certain originally incurably sick persons (such as the mentally ill) and inferior human beings could be put to death, that the methods used were too cruel and caused too much torture and that experiments with prussic acid were now being conducted in order to seek a more humane method; however, that, too, was

(Signature): Dr. PETERS

(page 5 of original)

still very cruel because the killings had been carried out only tentatively with the Zyklon available to the SS. He said he was endeavoring to bring about an improvement in favor of the victims, whose pitiable sufferings went to his heart. He thought of a quicker death by means of using prussic acid in liquid form. Assuming it was a question here of an operation in some way connected with GELSTEIN, I informed him that I had been told a few months previously of such a cruel procedure in a camp (a business friend came to Frankfurt and showed me ghastly pictures, which were probably intended to shock me and other people to whom they were apparently shown. There were several pictures showing men

(page 5 of original, cont'd)

reduced to skeletons in their death throes, and it was specifically indicated that these people had been killed with Zyklon. On the basis of GERSTEIN's and my joint conviction that such a procedure, although, it is true, obviously unavoidable and according to instructions, was however horribly cruel, the question was then again discussed as to what extent at least the deaths could be made more humane by using suitable means. GERSTEIN attributed the sufferings he had observed to the irritant content of the usual commercial Zyklon. As I saw no way of procuring any pure prussic acid in liquid form, the only possibility remaining was to produce non-irritant Zyklon. GERSTEIN expressly asked for such Zyklon to be delivered without the intermediary of TROCH & STALLER or KELL. As far as I remember we then went on to speak about the amounts required, (later delivered to the Auschwitz and Granitzburg Concentration Camps). Large amounts were not needed, but I maintained it was better to order rather large amounts and then to use them for the main part for disinfection in order to obviate suspicion from the outset. I expressly maintained that ordering on a large scale would be hardly taken by anybody seriously to mean that people were to be killed with it, whereas the shipment of small amounts might make such a thing appear likely. I recall this detail of the conversation, if somewhat vaguely, since I now had to figure out a reason why the ensuing deliveries which for a time occurred almost monthly, did not correspond to a similarly large number of people killed.

(Signature: Dr. FENDEL)

(page 6 of original)

8. I endeavored to conceal the temporary changeover in the production of Zyklon in the Dessau factories from normal irritant Zyklon to non-irritant Zyklon, which I had to order for the GERSTEIN commissions, by explaining it to my employees, in particular Dr. HEIMICH, as a result of the shortage of irritant. The Dessau factories which were very exact in their specifications, made difficulties over the delivery of non-irritant Zyklon.

9. On account of the GERSTEIN commission I had to make light of warnings coming from Herr KAUFMANN that the Zyklon was being used for illegal purposes and try to sidetrack any suspicions. The compulsion to stercooy forced me to do this and I considered the operation which GERSTEIN had informed me about as "legal", like so many others at that time, a fact, which can be explained by the distortion of all moral conceptions at that time. I might perhaps have noted otherwise if I myself had had any suspicion that the killings were going beyond the limits described to me, and were developing into mass murders. I don't know whether for example Herr KAUFMANN, unlike myself, had already adopted a critical attitude, from listening-in to foreign radio stations. I, at any rate, as a thorough opponent of rumors and as convinced Nazi follower, had no suspicions at all.

10. I did not know anything about my planned euthanasia program. It is true I was in the Beelitz sanatorium, but did not know about the "special plant" and its significance. It was generally known, it is true, that feeble-minded people in particular were being killed — my feeble-minded aunt for example died in this way of "inflation of the lungs" in an institution, shortly after her release from hospital — but I only over-

(page 6 of original, cont'd)

thought of isolated cases, and not of any extermination of people on a large scale.

11. In the summer or autumn of 1944, when our firm was already in Friedberg an SS Scharfschütze came from Auschwitz urging us to deliver larger quantities of Zyklon. He was sent to me because he insisted on securing the Zyklon through direct channels.

(Signature): Dr. PETERS

(page 7 of original)

He informed me in confidence that 1/4 million Jews were on their way to Auschwitz from Hungary and that this was the reason why so much Zyklon was needed. It did not occur to me for a moment that these large deliveries of Zyklon were not to be used for delousing or combatting typhus. From my conversations with the proprietors of the firm of Friedrich Koe in Cologne, who ordered the gas chambers for the Auschwitz concentration camp, I knew that Auschwitz, for which 12 - 20 gas chambers were planned, was a very large concentration camp.

12. The shipment of Zyklon to Auschwitz concentration camp was carried out with few precautions (as when the Zyklon was ordered for direct from the Possener Werke by the SS) in the normal fashion as freight by railroad. The crates were plainly marked "Zyklon Poison" with a special warning in the form of a death-head.

I have carefully read through each of the 7 (seven) pages of this affidavit and countersigned them personally; I have made the necessary corrections in my own handwriting and initialed them, and herewith declare under oath that in this affidavit to the best of my knowledge and belief I have told the absolute truth.

(Signature): Dr. PETERS

Sworn to and signed before us this 27th day of October 1947 at Frankfurt/Main by Dr. Gerhard PETERS, known to us to be the person making the above affidavit.

Bonaventura von HALLÉ -
Bonaventura von HALLÉ -
U.S. Civilian AGO D 432532
Office Chief of Counsel
for War Crimes

A. H. MEYER -
A. H. MEYER -
U.S. Civilian AGO A 165913
Office of Chief of Counsel for
War Crimes

CERTIFICATE OF TRANSLATION

11 November 1947

I, SAMUEL S. HORN, AGO No. 443113, hereby certify that I am a duly appointed translator for the German and English languages and that the above is a true and correct translation of the document No. NI-12111.

SAMUEL S. HORN, AGO No. 443113.

sent to
rep. 76.

TRANSLATION OF DOCUMENT No. NI-15067
OFFICE OF CHIEF OF COUNSEL FOR WAR
CRIMES

EXH # 2088

Interrogation: Dr. Gerhard PETERS
Interrogator: Eusebio von Haile
Date: November 23, 1947.

Q: Are you aware that you are under oath?

A: Yes.

Q: I am handing you an affidavit, NI-12111, of 27 October 1947. Please read this statement through carefully and tell me of any alterations which you want to make.

A: Yes.

Item 12, page 2, line 14: Instead of SYLON station it should be "Zyklon production".

Item 3, page 2: second others, "Herr Schlosser of Danzig (part of the time together with Consul-General Mann of IG Farben) and Herr Stings."

Item 4, page 2a: after "quarterly reports" insert: (until 1939 incl.)

last line, page 2 a: should read: "The annual reports and the verbal commentary on them contained. . . ."

Item 4, page 3, 7th line from bottom: In 1943/44 the SS received by far the greatest part of the Zyklon supplied to the Wehrmacht and SS together for the disinfection of rooms. The proportion was just the other way around for the equally large shipments of Zyklon for de-lousing chambers. According to the figures given no later approximately. . . . were sent to the concentration camp Auschwitz in 1942 and 1943."

Item 4, page 3, last line: "mostly" instead of all.

Item 4, page 3a, second line from top: while "as of the fall of 1943"

Item 5, page 4, 5th line from the bottom: continuous deliveries of several. . . .

Item 5, page 4 a, line 1: have been (about 2500kg).

Item 9, page 6, end of first paragraph: "I explained the 'secret order' to Herrn Kaufmann as being for chemical warfare experiments of the Wehrmacht."

Item 10, page 6 a, line 8: Only of "locally ordered" individual cases.

Item 11, page 7, line 6: after sentence ending: "were to be used for de-lousing or combatting typhus." insert: "particularly since not long before I had been informed by G. that the material sent to him had not yet been used up". . . .

I do not think any other corrections are necessary. I merely want to make the following supplementary statements:

(page 2 of original)

Apart from the reports mentioned here there was correspondence with the various IG works which varied very muchⁱⁿ frequency.

With Ludwigshafen the most frequent communications, mostly about E-Gas, Cartox, Calcid and Ventox; in between copies were sent on more important questions, or else private letters were sent directly to Wurster - there was no reason for written statements about Zyklon.

With Hoechst correspondence about Tritox accordingly, with Wolfen about Ireginal.

With Leverkusen business correspondence about the interpretation of contracts, about limiting the use of Ireginal, etc. In important questions Consul-General Mann was informed directly, but this was only done after the express approval of Herrn Schlosser had been obtained, and was limited to extraordinary matters, such as the purchase of a house, desired expansion of our sphere of work to include contact poisons, preparation for Verwaltungsrat meetings, sending proposals for the distribution of profits, tax balance sheets, and division of expenses into operating and administrative expenses. This rarely happened. There is no doubt that they never concerned individual aspects of Zyklon business.

Fundamental questions were mostly settled during the more frequent meetings of Mann and Schlosser outside the Degesch circle, so that the management of Degesch met Herr Mann least of all.

My own personal and written negotiations with Consul-General Mann - apart from the annual meetings of the Verwaltungsrat (which did not take place twice during the war, being replaced by written resolutions) - were limited to two visits to Leverkusen in 1944, for the purpose of obtaining his approval for the inclusion of Degesch in the sale of Leuste and Gix, which he refused, and a discussion by letter early in 1945 about the accusations of "sabotage" by Pfleum. This led Mann to bring our connection to an unfriendly end, so that we had no further contact.

When the work - of the working committee of which I was head increased - in 1944 I constantly employed 4 secretaries in Frankfurt and two in Berlin - prematurely I had to pass the responsibility for the normal business of Degesch to Herrn Kaufmann as deputy manager. When asked about the extent of our reports to Leverkusen I therefore expressly consulted Herrn Kaufmann on 29 October 1947 about what he remembered.

I have carefully read each of the two pages of this affidavit and have personally countersigned them, have made the necessary corrections in my own handwriting and have initialed them, and herewith declare under oath, that in this statement I have told nothing but the truth to the best of my knowledge and belief.

(signature) Dr. Gerhard Peters.
Dr. GERHARD PETERS

Conrad

Sworn to and signed before me this 4th day of December 1947 at
Burenburg by Dr. Peters who to me to be the person making the
above affidavit.

Bonaventura von HALLS
U.S. Civilian,
AGO ID 432632
Office of Chief of Counsel
for War Crimes

CERTIFICATE OF TRANSLATION

I, Dorothea L. Galeski, ETO #34079, hereby certify that I am
thoroughly conversant with the English and German languages;
and that the above is a true and correct translation of Document
No. KL-15067.

Dorothea L. GALEWSKI,
ETO #34079.

Handwritten: 100-165513
sep. 1944

EX #2089

TRANSLATION OF DOCUMENT NO. NI-15061
OFFICE OF CHIEF OF COUNSEL FOR WAR
CIVIL 23

To the
I.G. Farbenindustrie A.G.
Farbenfabrik

WOLF 24/Kr. Bitterfeld.

Dr. Ft./Goe. 30. May 1944.

Subject: ARZGEMAL

We received a requisition today from the Main Medical Supply Pool for 100 steel bottles of ARZGEMAL for the Waffen-SS. We reported these unusually high requirements which were preceded neither by any information as to the use to which it was to be put nor by any tryouts to the Working Committee disinfection of rooms and antiepidemic measures. (Arbeitsausschuss Raum-entseesung und Seuchenabwehr), which thereupon requested an explanation of the purpose of this request, as per enclosed copy. We assume that you, too, consider a request for 24 tons of ARZGEMAL as exceptional in the prevailing conditions.

The firm of TESCH and STAROWZ informed us by telegram that on 1 June 1944 an ARZGEMAL demonstration was to take place in Alt-Drehwits / near Munster (Army Area Command III) with a view to the conversion of a hydrocyanic acid decontamination plant into an ARZGEMAL plant. We were requested to send there one of our officials and a machine fitter. Thereupon Dr. HAINICH and our technician Herr LEONHARDT left immediately for Alt-Drehwits to meet Dr. TESCH. We hope to be able to avoid the difficulties which recently presented themselves on a similar occasion in Munster.

Heil Hitler !

DEUTSCHE GESELLSCHAFT FÜR
SCHÄDLINGSBEKÄMPFUNG MBH

Copy to I.G. Leverkusen.

CERTIFICATE OF TRANSLATION

I, ALFRED H. SIBAU, AGO-165513, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. NI-15061.

ALFRED H. SIBAU
AGO A-165513

Case 6
also 70

Erh # 2090
TRANSLATION OF DOCUMENT No. NI-7277
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

Now: Friedberg/Hesse
Post office box 98

Reich Physician of the SS
and the Police
Chief Sanitary Inspector,
Berlin-Zehlendorf
Spanische Allee 10-12

Dr. R/Ra 27 June 1944

Subject: Fumigation at Theresienstadt.

The SS uses considerable quantities of Cyclon for the fumigation of buildings at Theresienstadt, which is being performed by its own personnel. Since the production of Cyclon has had to be considerably restricted lately, it has been necessary to regulate its employment. In the case of civilian use it was possible to do this partly by decreasing the strength of the gas, partly by using more of other fumigants (Entwesungsmittel) - even if less effective - than up to now. The experience of the last few months has shown that both measures are unobjectionable, even from the point of view of guaranteeing results. We therefore desire this work also in Theresienstadt to follow, as much as possible, the line of this experience, and should therefore be glad if you would give our Dr. Rasch, who has been known to you for years, an opportunity to consult with the person in charge of cleansing at Theresienstadt. Dr. Rasch has planned to visit our branch in Prague at the end of July / beginning of August, and would like to combine a visit to Theresienstadt at the same time. We ask therefore that Dr. Walter Rasch be given a letter of introduction to the office concerned at Theresienstadt.

We would also welcome if it were possible for the competent expert of your office to participate in this visit at Theresienstadt.

Heil Hitler!

Deutsche Gesellschaft fuer
Schadlingsbekämpfung mbH.
(German Insecticides Company)
(signature) initials (signature) initials

CERTIFICATE OF TRANSLATION

31 July 1947

I, BRIGITTE TURK, ETO 35130, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the document No. NI-7277.

BRIGITTE TURK, ETO 35130.

- 1 -
"END"

TRANSLATION OF EXCERPTS FROM DOCUMENT HI-15069
OFFICE OF THE CHIEF OF COUNSEL FOR WAR CRIMES

EX #2091

Santiago April 11, 1933
Casilla 139-D

Gentlemen:

We just received from the Managing department of Bayer, of I. G. Farben the following communication referring to the anti-German campaign abroad.

"The National Revolution in Germany which only represents a natural reaction against the bad management of the previous government and the odious and violent propaganda agitation of the extreme left has been carried out with unprecedented calmness and order. The present German government in combating the enemy of the entire world, Bolshevism, can rightfully claim for itself the honor to have obtained a victory which will not only benefit its own nation but also all the civilized people of the Globe. The form in which this battle has been carried to an end has clearly demonstrated the will of discipline and unconditional subordination to the leadership of an energetic leader with a clear and precise program of government. Therefore, it is even more regrettable that a few isolated actions which are without importance and which are impossible to avoid in a change of such vast proportions of a government have been taken advantage of by the foreign press to start an insidious and harmful propaganda against Germany.

(page 2 of the original)

As Germans we have the obligation to declare solemnly to you that all the news which came out abroad concerning the mistreatment of politicians of the opposition and of Jews are absolutely without any basis. Germany which always has been the country of the most perfect order and of the most rigorous discipline continues also today to assert the right to claim for itself a place among the most tranquil countries of Europe. The personal security of every one in Germany is guaranteed in every respect and no iniquity is committed against any one, neither against political adversaries nor against the Jews. We really are sorry that the behavior observed by some circles abroad has led inside of Germany to counteractions against the Jewish stores and we are convinced this will be only temporary measures."

It has been a real pleasure to us to submit these facts for your information and we would be happy if you could help us in spreading this in the circle of your relations.

Yours very truly,

Signed.....Siaring

Manager of
La Quimica Industrial, Bayer-Meister Lucius
Weskott & Cia.

CERTIFICATE OF TRANSLATION

I, Alfred H. EIRAU, A-165513, am thoroughly conversant with the Spanish and English languages; and hereby certify that the above is a true and correct translation of Excerpt of Document NO. HI-15069

Alfred H. EIRAU
A-165513

-1-
END

Alfred H. EIRAU

base 6
sup. info.

Exh #2092

TRANSLATION OF EXHIBIT NO. 13 P.D. DOCUMENT NO. NY-8418
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIME

Minutes of the

meeting of the directors (Verkaufsgemeinschaft
Pharmazeutika) (Sales Combine
Pharmaceuticals) in Leverkusen on 25 October 1933
at 9 hrs. A.M.

Those present were Messrs.: J.R. Mann (Chairman)
R. Mann (of the Verwaltungsrat) Brueggemann

Feiser
Krebs
Lindner
Mentzel
Langguth (recording)
Braun
Hauser
Huber
Merk
Mueller, Jb.
Reulmann
Zahn
Braeuninger
Schmitz
Schnuecke
Tessmer

In con-
tion v
the 18
No. 719
744

(Page 2 of original)

725. Local Groups (Ortsgruppen) of the NSDAP abroad.

A circular letter of the directors to the offices
abroad is submitted, in which the latter are asked to
give the foreign Ortsgruppen of the NSDAP their
support in a friendly manner without at the same
time allowing our business interests to assume a
political character. The directors of ... and C.
will decide to which of their agencies this circular
letter can be sent.

TRAVEL TIME FORM NO. 10, 1946, 817 No. 11-2
CONTINUED

(Page 9 of original)

Approved

Signature: MARY

CERTIFICATE OF TRAVEL TIME

25 June 1947

I, Mary Flack PERRY, Civ. No. 20 136, hereby
certify that I am thoroughly conversant with
the English and German languages and that the
above is a true and correct translation of
document No. NI-118.

MARY FLACK PERRY
Civ. No. 20 136

Wormberg, 31 March 1947.

EX #2093

- Agreement I : future participation in turnover with respect to products originally invented by I.G.I.G. gives up sale of aspirin in France.

- II : The two parties guarantee to offer each other all newly-discovered pharmaceutical products; an exchange of scientific and technical experiences.

- * III : "Theraplix" agreement.

- earlier
agreement IV : Amalgamation of all agreements
concluded between Rhone-Poulenc and
I.G. (Bayer) before 1939, and still
in force at the outbreak of the war.

6. Summarizing Remarks.

- [illegible]

7. Patent conferences.

1. My attitude fundamentally as regards relations between France and Germany.

I can claim in every respect that I always advocated a friendly agreement between these countries and saw that, if it could be managed, the best chances of political pacification lay in the conclusion of agreements on the broadest possible economic basis. The prerequisites for this were already supplied from a practical point of view by the fact that France was a country with a predominantly agrarian policy whilst Germany was mainly industrial. Personally, for me as for many of the German leaders in control, these prerequisites were supplied by the fact that we

had friends in France and had never concealed our sympathies for that country.

(page 3 of original)

Wherever possible I firmly condemned and fought against the warlike and hostile attitude adopted towards France in the official policy of the so-called 3rd Reich, and the outbreak of the war shock me badly.

(Witness-statement)

2. France's painful situation as revealed by the events of the year 1940 gave me the idea of offering a practical demonstration of the opinions I have displayed above. The instructions given to German government agencies (Reich Ministry of Economics) to bring about a collaboration with French industry and to endeavor to gain influence in the various industrial fields by participating in the capital of French firms was an occasion for me to act on this order and to take up negotiations with the firm which I had known for so many years, Rhone-Poulenc. From the very beginning it was clear to me - and I repeatedly explained this to the French partners, too - that I did not intend to make economic capital out of the war which at first was a disaster for France. I said I could not avoid the instructions of the German authorities - as they stood - but that I wished for an agreement both in form and substance which would not be the outcome of pressure caused by the situation but the nature of which would allow both partners to overlook the external cause to meet by setting for themselves the goal of a friendly agreement, satisfactory to both parties, they would proceed to discussion of the given possibilities.

(Witness-statement)

3. The idea of associating with France by participating in the capital of some existing pharmaceutical enterprise or of one which was to be created was, moreover, nothing new, but had often been discussed by me and my colleagues already with interested agencies in France. This wish, which on my part consisted chiefly of interest in the development of the French Bayer business also, was based materially on the proven fact that the importation of German pharmaceutical products into France was meeting with numerous technical difficulties as regards customs as well as with difficulties of other kinds, in addition to the fact that the French population showed little readiness to purchase as far as foreign and especially German pharmaceutical products were concerned. Besides this - and above all - as we had always recognized, the national pharmaceutical industry in France had its own standards which were very high in the field of both science and technique, and this guaranteed it in any case a far-reaching control of the home-market. Cooperation between the two leading French and German firms, therefore, could not have other than beneficial effects for both firms if the agreements were not limited to capitalistic interests but provided for a complete mutual exchange of new pharmaceutical discoveries, methods of work and laboratory experiences.

In the course of these deliberations conferences were begun in the fall of 1940 with the leaders of Rhone-Poulenc and after the first negotiations it was already clear that Rhone-Poulenc was ready to come to an agreement with Bayer (I.G.) in the pharmaceutical field but

that the suggestion I had been told to make for a direct participation in the capital of Rhone-Poulenc had not been accepted as Rhone-Poulenc did not wish to give up its independence and also because its sphere of action was much greater, that is to say, it was not limited in any way to the pharmaceutical production on which future talks were to be based. I offered no objection to this attitude which rejected fundamentally any suggestion of a direct participation by I.G.

(page 3 of original)

in the capital of Rhone-Poulenc, and I informed the German authorities accordingly. In view of Rhone-Poulenc's declaration that in spite of its refusal to allow German participation in the capital of its enterprises it would nevertheless endeavor to bring about a collaboration in some other way in the pharmaceutical field, I no longer followed up the original German plan as ordered. Since, moreover, as is subsequently described, some special agreements were actually made in the pharmaceutical sector in direct conjunction with the initial negotiations (Agreements I and II), the German agencies expressed their satisfaction with the situation as it stood, as well as with the agreements themselves. I was never reproached by any German government agency for not having achieved the participation in Rhone-Poulenc as desired. I do not know whether - independent of my negotiations with Rhone-Poulenc - any separate Government agencies or personalities ever followed up the plan with respect to other fields of production of Rhone-Poulenc and whether in so doing these Government agencies ever considered the use of methods which I myself rejected and never employed.

4. The agreements concluded and signed at the end of 1940 between Rhone-Poulenc/Specia on the one hand and Bayer (I.G.) on the other and which excluded all I.G. participation in capital as well as other forms of control - provided for a general commercial agreement and for collaboration in the science and technique of production.
- I. Agreement I, concluded on 30 December 1940 between Rhone-Poulenc and the Société Chimique Specia on the one hand and Bayer (I.G.) Leverkusen on the other, provided for:

a) A participation in the future turnover of French firms (that is, it was not a retroactive agreement) with respect to those products which had been discovered originally by I.G. and put on the market later by French firms, the latter being justified even in the case of I.G. products with patents as there was no law to protect patents for pharmaceutical products in France;

b) Those products which were sold simultaneously by both firms and for which a written agreement had been made previously, i.e. before 1939, for the mutual preservation of interests (malaria products etc.) and

c) some products which the French firms sold side by side with the corresponding I.G. (Bayer) products.

d) The product which was sold in France under the name of "Aspil"

On the other hand I.G. on its side undertook to give up the sale of aspirin in France, the French colonies, protectorates and mandates for the entire duration of the agreement (50 years).

In general the agreement held good that in future Rhone-Poulenc/Specia would refrain from putting such products as had been originally discovered by I.G. on the market unless it came to some agreement with I.G. (Bayer). A further agreement of a general and comprehensive nature which the two firms entered into with complete independence of action was defeated in Agreement II, concluded on 26 March 1941 (same partners as to I).

(page 4 of original)

II. The partners to the agreement undertook to offer each other all new pharmaceutical products which were discovered in future (with some unimportant exceptions in the field of bio-chemical anti-bacterial products). For the French partners this convention applied to France and the colonies, etc. and for the German partner to Germany. For all other sales special agreements were to be made in each separate case according to the wishes expressed by either of the partners. The convention provided not only for the mere offering of products but for the complete publication on each side of all scientific and technical details, and of data relative to laboratory work and research, the preparation of products etc.

In exercising a critical judgment of this convention which was concluded right in the middle of the war on a basis of strict parity it must be taken into consideration that the convention offered considerable advantages especially for the French partners:

- a) through external events the latter were badly hindered in their own work connected with the science and technique of production,
- b) they made sure of the French market for themselves in the pharmacy sector vis a vis competition on the part of Bayer (I.G.) which according to the convention gave up its own sales in France,
- c) through the agreement Rhone-Poulenc/Specia was assured of access to further scientific development and its application in trade,
- d) in view of the fact that in peace times, i.e. from the fusion in 1936 up to 1939, the Bayer (I.G.) laboratories had brought out over 150 new and valuable medicines, thereby proving the degree of their scientific performance, the French firms could rightly assume that by unlimited future participation in all I.G. pharmaceutical discoveries they had concluded an agreement which would be of the greatest value to these French firms as well as to the whole of France. There was no longer anything in the way now of collaboration between the two firms, and - the fact must be stressed again - the independence of the partners was hereby in no way limited, nor were they exposed to any measures of control.

Through the conclusion of Agreements I and II I believe that I showed how serious I was in my wishes for a friendly understanding with Rhône-Poulenc, and above all I defended these agreements with success before the German agencies although they did not in any way correspond to what the German government agencies imagined as "influence and control".

Through Agreements I and II and Agreement III, (Theraplix), which will be described hereafter, the following situation had come about:

- a) Rhône-Poulenc and Specia had kept their complete independence in the corresponding sphere in Bayer.
- b) In future Rhône-Poulenc and Specia had a share in all I.G. pharmaceutical discoveries, as soon as these were put on the market in Germany.

(page 5 of original)

- c) Practically Bayer (I.G.) had given up all direct sales of its own and all use of products for the market in France - and in consequence broke up its French sales organizations - an event which, apart from U.S.A. - was unprecedented and can certainly not be interpreted as a consequence of negotiations which had taken place under pressure and threat!

Hereby it must be realized that in giving up all its sales in France (and this included in the course of later negotiations with "Theraplix" the giving up of the use of the Bayer cross as a trade-mark), Bayer (I.G.) was not taking any easy decision. It is true that, as I have said before prospects for the sale of German pharmaceutical products in France were poor, but Bayer was nevertheless giving up a yearly turnover of ca. 30 million francs (1939 basis). If there had really been any intent to harm or to exploit the distress in France at the time it would certainly have been possible to increase the Bayer share in the French market to the prejudice of Rhône-Poulenc. But then certain means and methods would have had to be employed, which from the beginning I had rejected; nor was any order ever conveyed to me from German agencies to employ such methods.

I am nevertheless of the opinion that these agreements which were concluded with contents which did equal justice to the interests of both partners were never known completely to the German government agencies which were responsible for their examination and authorization.

The pharmaceutical chemicals trade which was not affected by the agreements (basic chemicals for the manufacture of pharmaceutical specialities) could very well have gone on being operated by Bayer both in France itself and for deliveries to France. But in accordance with the spirit of the agreements I offered to give up this business possibility throughout the duration of the agreements (50 years) in return for a single payment of 1 million francs. The offer was received and accepted by Rhône-Poulenc/Specia with satisfaction.

III. Agreement III: Société Générale d'Applications Thérapeutiques
"Theraplix" A.O., Paris.

A short time after the termination of the negotiations with Rhone-Poulenc Paris, which resulted in Agreements I and II, President Buisson of Rhone-Poulenc - in reply to questions of mine as to the possibilities of a further collaboration - offered me a participation in the firm "Theraplix" which was controlled by him and/or Rhone-Poulenc. The latter firm was to take over all products not included in Agreements I and II and in addition was to endeavor to increase its existing stock in general, possibly also by taking over the sale of some Rhone-Poulenc/Specia products.

With regard to M. Buisson's offer I took into consideration his endeavor - which I thoroughly understood - to keep the German agencies from further attempts at a participation in Rhone-Poulenc and to divert attention from the former plans by means of a target which was certainly interesting for Beyer but not comparable in any way as regards size. At that time I also believed - and I still believe it today - that this offer on the part of M. Buisson was a recognition of the fairness of my attitude. There was no further discussion between us as to participation in Rhone-Poulenc.

The offer concerning a participation by Beyer (I.G.) in "Theraplix" I accepted in principle after I had visited the factory. In this participation I saw possibilities of development for a group of products which was new for Beyer and which could be enlarged by both firms from their stock. M. Buisson's offer of participation with respect to "Theraplix" had for all practical purposes nothing to do with the Rhone-Poulenc complex.

(page 6 of original)

It must be pointed out that there was no transfer of any kind of Rhone-Poulenc's pharmaceutical department to "Theraplix". The pharmaceutical stock in Rhone-Poulenc and Specia remained in every respect intact, apart from the taking-over of one or the other Rhone-Poulenc/Specia products, which it was thought could be better developed within the scope of the larger "Theraplix".

There is no doubt that M. Buisson made this offer for a participation in "Theraplix" fully aware of both the French interests in general as well as of the interests of his own firm. At that time it was not possible to bring about increases of capital in France and I am also in doubt as to whether the Verwaltungsrat of Rhone-Poulenc would have authorized any for "Theraplix". But a considerable increase in the capital of "Theraplix" was, however, necessary if any extension of the firm was to be undertaken. Beyer (I.G.) was therefore to make a financial contribution by its participation, and through the intervention of a German firm it was then possible also to obtain such authorizations for the extension of the plant as were indispensable. "Bayer" also gave its assurance that connections would be made available with Beyer sales-agencies abroad, so that it was possible for "Theraplix" to keep up connections with certain countries even during the critical period which prevailed, a proceeding which was certainly not intended by the German agencies but which was not noticed by them, however. In addition, "Bayer" promised deliveries of raw materials which were short in France.

The movement lay in the hands of the son-in-law of M. Buisson: M. Vaillant, who was obviously against the Agreement in the beginning, but who veered round and took a positive attitude when things subsequently developed, in view of the highly satisfactory increase in turnover.

| | |
|---------|---------------------|
| 1942/43 | 86.4 million francs |
| 1943/44 | 97. - " " |

and in view also of what was on both sides an agreeable cooperation from the parental point of view. Even after the change of ownership control remained in the hands of M. Baillet and the character of the firm as a French enterprise suffered no visible change. Even what was feared so much at first on the French side, a financial exploitation by I.G. (Sugar) - a demand for high dividends, as would have pleased the Reichsbank for reasons of foreign exchange - never occurred. On the contrary, I always defended the principle - which should also be recorded in the minutes of "Thermelix" - that we were serious in our aim to develop "Thermelix" and that all profits, therefore, should be used towards its further extension. M. Baillet noted this attitude with satisfaction and declared that he agreed with this policy even as regards the French share.

The participations in the capital of "Energiya" were settled in such a way that:

| | | |
|-----|---------------------|--------------------|
| 49% | lay in the hands of | Am.-Finnish |
| 20% | " " " " " | Swedish (I.O.) and |
| 31% | " " " " " | M. Amer.-Finnish |

11. Jaure-Bussatien, who was a personal acquaintance of mine - in other business connections, too, as will subsequently be described - was to represent these 25 as a trustee for I.G.; they were paid by I.G. as that of the "Eurephix" capital, which was increased from 5 million to 50 million francs. I.G. (Bayer) had to raise 25,500,000 francs, and this was the amount paid.

(page 7 of original)

The appointment of M. Faure-Boulleux was based on political as well as practical reasons. The necessary authorization for the conclusion of the Theraplix agreement would not have been granted by the Germans at the time if the majority had been in French hands. I had therefore to show the German Agencies a 51% participation de jure. On the other hand, it was clear to me and to all experts in the pharmaceutical field that in the long run a French enterprise with a German stock-majority would never have had any chance of development in France. Because of the fact that L. Faure-Boulleux, whose French nationalist feelings could never be doubted, was officially representing these 2%, the preponderantly French character was preserved even as regards capital. With respect to the business management, too, it was decided not to bring any ambiguity upon the French character of the firm by the inclusion of German representatives; an exception was the former head of Bayer-Paris, Herr Brock (who had to give up his representation because of the Agreement), who was appointed to an "Advisory Committee as a liaison-man for Bayer (I.G.). He did not appear in negotiations with other firms, and, moreover had been in France for so many years already without concealing his sympathies for that country, that no

TRANSLATION OF DOCUMENT SV.NI - 7391
COPY'D.

one took exception to his occasionally having a voice in the deliberations. By mutual agreement there was no appointment or any cooperation of German key-people in the current business. - The stock of "Theraplix" including I.O. shares was deposited in Paris. -

IV. In describing the relations which existed on the outbreak of the war between Rhone-Poulenc/Spedia and Bayer (I.O.) it must be noted that the two firms were on good terms but stood, nevertheless, in obvious rivalry to each other; both firms represented the leading pharmaceutical enterprises in their countries. In the course of previous meetings when the two firms came together, - also under my father, who as one of the managers in Bayer's was a founder of Bayer's and my predecessor - the consciousness that in many fields our interests converged very strongly had been responsible for creating the mental atmosphere. At all events, a series of agreements was made in special fields and these are set forth here in explanation of how the subsequent Agreements I-III developed:

- 1) November 1928 : Pipazegins - Price-convention.
- 2) June 1930 : Iodine preparations - Sales-contract.
- 3) December 1932 : Sulphoguanilic acid - quota-conventions.
- 4) April 1934 : Acetamin (Aldin) contract.
- 5) April 1934 : Malaria-remedies contract connected.
- 6) - 1935(?) Abredil (Diagnoranol Patent)-license-agreement.
- 7) - 1935(?) Finacid 32 - Patent license-agreement.
- 8) January 1937 : Istipyratite - convention.
- 9) January 1937 : Diamethylaminophenol-convention.
- 10) October 1938 : Caffeine and Theobromine sales-agreement.
- 11) January 1938 : Acetyl salicylic acid (Aspirin) price agreement.

5. Summarizing Remark:

The conclusion of Agreements I, II and III, as described above, was to be considered as the result of tactical deliberations which took into account the prevailing situation:

With skill Rhone-Poulenc was able to avoid the wishes of the German agencies which crowded in on her as a result of the war calling for active participation.

(page 8 of original)

And yet she was still able to make an agreement with Bayer (I.O.) which dealt with purely business aspects. After the first attempts it had made in compliance with official orders Bayer was able to abandon the thankless task which had been entrusted to it by the German government agencies and through the agreements with Rhone-Poulenc - even if it had to give up all thought of a direct sales-business of its own - it was still able to achieve such a participation in a French enterprise in the pharmaceutical branch as had already been aimed at in peace-times.

TRANSLATION OF DOCUMENT NO. 51 - 7991
CONT'D.

It cannot be imputed to Bayer (I.G.) that its participation in "Theraplix" was the result of negotiations which might have revealed pressure on its side or any other methods which are thinkable in view of the situation at that time.

On the contrary I claim, what the erstwhile French partners to the negotiations can also say, that all those who took part in the negotiations were anxious for the situation - whose gravity produced obvious moments of pressure - to bring about the maturing of the negotiations in such a way that in later years also when the war took a different turn, as one of those taking part in the negotiations was already calculating at the time, the results arrived at could be defended by them with a good conscience. Privately, even before the beginning of the war, I was against the principle of the Hitler-system for total power, so that I did not feel inclined to undertake anything that I was not prepared to defend at all times with a quiet conscience and still am not prepared to defend today.

Even if the "Theraplix"-Agreement was the product of a period of distress, which through Hitler's guilt led both countries into misfortune, it was nevertheless the product of a relationship which was free, voluntary and upheld loyally by both partners, and the termination of which was only brought about by external events.

6. M. Faure-Besulieu, Paris, who enjoyed the confidence both of Rhone-Poulenc as well as of "Bayer" (I.G.), had appeared with great success as mediator during the first phases of the negotiations; it therefore seemed obvious - although he himself never made any demands in this direction - that he should be charged with the trustee administration of the 2% of "Theraplix" stock which belonged to the 51% holdings of I.G. In reward M. Faure-Besulieu was promised:

- a) a compensation of the customary size for the part he played on the "advisory committee" of "Theraplix"
- b) the payment of a certain dividend in proportion to the 2% stock he held.

II. Agreements with M. Faure-Besulieu in the affair
"Chimicon-Efficia".

The wish I had repeatedly expressed in peace-times in the course of conversations with French acquaintances and business friends, that we should strengthen our business collaboration in the pharmaceutical field in some form to be found later, led, through the mediation of a friend of mine, Herr Selik Josefowitz, then living in Zurich, (now a U.S.A. citizen with his offices in New York) to the agreement that we should set up a pharmaceutical affair in France for the production of special pharmaceutical and cosmetic products. The date of these first contacts lies far back - it must have been somewhere round the years 1934-1935. An agreement was reached

(page 9 of original)

by which a Swiss-French firm was founded under the name of "Chimicon" (Société Chimique et Commerciale), and this on its side founded as a sales-corporation, the "Efficia", which was run according to the provisions of French law by a pharmacist (H. Hirsch). I no longer

TRANSLATION OF DOCUMENT NO. 61 - 7991
CONT'D.

remember the amount of the capital; it was not a big affair, particularly as even then its chances were not rated too high. Half of the capital was taken over by Herr Josefowitz, and as regards the other half it was first of all thought that Bayer (I.G.) might have a participation. Objections were made to this, however, for general reasons, and in particular because of the German nationality of Bayer which was considered to be an obstacle for every business development in France. I therefore endeavored to find someone who might be interested in the plan in Switzerland and finally turned to I.G. Chemie-Basle which stood on a business footing with I.G. After a long hesitation the latter was willing to take over the other half of the capital. As the "Chimicon" was to have its activities in France, asked M. Faure-Boulton to take over the supervision, and to control what was to be settled on the business side, whilst Herr Josefowitz, who had temporarily moved to Paris, took charge of the general run of work, and in particular the selection of products and organization of publicity.

"Bayer" I.G. had therefore no participation of its own, its interests lay in the delivery of raw- and intermediate products and in the putting of material for publicity etc. at the service of "Efficia". In return for this Bayer was to receive a license from the turn-over of the "Efficia"-products.

The development did not take the course which had been hoped. Outlay for publicity exceeded the limits which had been set and the firm "Chimicon" and "Efficia" gradually lost interest for all those who had shares in it. In addition to this, in view of the unsatisfactory development and of his emigration to U.S.A. Herr Josefowitz withdrew his participation. In order not to lose everything I.G. Chemie saw itself compelled, therefore, to take over Herr Josefowitz' share as well. The company must be completely non-liquid today and I.G. Chemie Basle will most probably have written off such participation.

I must also mention that a) Josefowitz and b) I.G. Chemie-Basle who contributed the capital for the "Chimicon", had created for the administration of this capital a firm Parla Ltd. Leuvenne, which lost all meaning when Herr Josefowitz left and remained an empty, covering firm.

7. Patent Conference.

The development of the majority of pharmaceutical products is based on chemical processes. As regards the possibilities for the taking-out of patents there are also considerable restrictions, however, in the chemical field. The opinions of the different countries as to the expediency of protecting patents for the benefit of the inventor vary considerably. In view of the apprehension that the granting of a patent may represent a monopoly and thereby detract from the public interest, France, Belgium and Italy have a patent-legislation which grants practically no protection to pharmaceutical discoveries. The other extreme exists, for example, in U.S.A. - and we point to it as the ideal - where each new invention can be protected whether the discovery of a new substance is involved ("substance"-patent), or the discovery of a new possibility for the application of some substance already known ("application"-patent) or the discovery of a new process of manufacture for a substance which is already known ("process"-patent). Between these two extremes of opinion

TRANSLATION OF DOCUMENT NO. XI - 7991
CONT'D.

(page 10 of original)

most countries took a middle course. German patent-law also provided in principle for the granting of patents for pharmaceutical-chemical products.

This question also was discussed at conversations with the representatives of Rhone-Poulenc and on our side it was suggested that inquiries should be made as to whether in the long run it would not be more in keeping with the interests of Rhone-Poulenc if they also were assured of a patent possibility in France, as in the discovery of new products Rhone-Poulenc stood at the head of the French pharmaceutical industry and therefore had to expect considerable competition from firms which imitated its products in its own country. The possibility which Rhone-Poulenc had had up to now for using German inventions was no longer interesting because of the agreement which had just been made for a mutual exchange of inventions in this field. The representatives of Rhone-Poulenc pointed to the French attitude which was fundamentally different, namely to that of the authorities who were competent, but nevertheless promised to examine our suggestion. As far as I remember, a few patent experts from both firms gathered together later for further conferences, but I remember very well that the discussion came to an end without any material result, especially since we as a firm were not particularly interested in it either, now that Agreement II had settled our actual relationship in these questions.

(signed) Wilhelm B. Mann.

Burenberg
31 March 1949.

CERTIFICATE OF TRANSLATION

I, DOROTHY E. PLUMER, USFET 482, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document No. XI - 7991.

19 January 1949.

DOROTHY E. PLUMER
USFET 482.

(E E D)

Case 6
SEP 21 1940

EX #2094

TRANSLATION OF DOCUMENT No. HL-9255
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

(Initial: Illegible)

File Memo

Ref.:
Conference in Berlin
on Saturday 30 Sept. 1940

Our Ref.:
Dept. WPC (4)
ad/41

BERLIN NW 7
Unter den Linden 82
1 October 1940

Those present were:

Ministerialdirigent MULERT
GER. Dr. HUFFMANN
General Consul Wilh. R. MANN
Dr. RICHTEL

The application made by the Travel Bureau to Stickstoff Syndikat (Nitrogen Syndicate) to obtain passes for General Consul MANN and LAUDGUTH led to trouble with the Chemical Section (Chemie-Referat) of the Reich Ministry for Economics in connection with the journey; according to GER. Dr. HUFFMANN's personal report, the trouble consisted in a refusal on the part of the Chemical Section to agree to Mr. Mann's negotiations in Paris. The permit was then secured provisionally, on the understanding that it would be handed over only if Mr. Mann called at the Chemical Section before leaving.

The conference requested by the Chemical Section was opened by Ministerialdirigent Mulert. MR Mulert observed that he warmly welcomed this opportunity of meeting Mr. Mann before he left for Paris and talking over his intentions. He welcomed it all the more since he had been told in connection with Mr. MANN's last trip to Paris that Farbon's desire to bring the French pharmaceutical industry to a standstill and close down the factories had been mentioned during the proceedings. He was, of course, not in a position to judge how far his information corresponded with the facts, but experience with other leading members of the chemical industry had taught him that such ideas were actually entertained in various circles. He alluded in this connection to a letter from the managing director of a big concern in which the writer actually demanded in so many words that the French pharmaceutical industry be closed down, justifying this demand by claiming that the German pharmaceutical industry was easily in a position to replace the whole of its products. When confronted with views of this kind, he must say that the Reich Ministry of Economics was of an entirely different opinion and that it had no intention of closing down the French pharmaceutical industry.

Mr. Mann replied as follows:

First of all he must say that the Reich Ministry of Economics did not appear to have been quite correctly informed. The main object of his journey to Paris had been to clear up the confusion which had arisen in connection with our former agents, the firm of RIGAL & Co. Messrs. Rigel were ostensibly an independent French firm, but owing to a written obligation entered into by Mr. Rigel, had to follow Leverkusen's instructions. At the outbreak of war they assumed a very extreme attitude in their anxiety not to betray their subordinate relation to Leverkusen. How far M. Rigel had acted contrary to his obligations in doing this could not be established with certainty afterwards. His whole behavior, however, forced Dayer to draw its own consequences, and the connection was broken off voluntarily on both sides. As the firm of Rigel was to liquidate, a new agency had to be established. So as not to prejudice a future solution of the agency problem (on which the A.O. probably already had its own views) Mr. Mann decided that the Dayer agency should for the time being

be lodged with the Farben- und Chemikalien-Vertretung (Dyestuffs and Chemicals Agency) SOFI in Paris. To this end he had, with SOFI's agreement, organized a "Department Pharmaceutique 'Bayer'" in SOFI to work in the premises hitherto used not as a new firm, but under the auspices of the already existing firm of SOFI. The question of personnel for this pharmaceutical department had also been under discussion at Paris, especially as Herr Bloch, the former German co-director of Sigal, is now serving in Paris as an officer, and we want to secure his release from military service.

In addition, Mr. Mann had also conferred with various military offices in order to find out more about current opinion in Paris regarding the future of the French pharmaceutical industry and the possibility of its collaboration with the German pharmaceutical industry. He had to admit that he had not yet learned

(Page 3 of original)

anything concrete on the subject at the various offices. He had established the existence of two trends of opinion with regard to this question: one was a tendency to look at the matter from the conqueror's standpoint and demand, since the war was won, the complete stoppage of the French pharmaceutical industry, the other was to envisage collaboration in the future between the German and French pharmaceutical industries, but without intention of attacking the independence of the French pharmaceutical industry, let alone closing it down.

Mr. Mann expressed his personal opinion of the whole situation as follows:

It was an indubitable fact that the entire pharmaceutical industry in France had possessed no ideas of its own either before or after the World War and had battered on the inventions and discoveries of the German pharmaceutical industry during the whole term of its existence. This was a direct consequence of the French patent law, which had never protected processes for the manufacture of chemical products in any way with the result that there was nothing to prevent French pharmaceutical firms from imitating all the products brought out by Germany, even if they were patented in a dozen countries. He must admit, however, that the French had displayed a most admirable business instinct for quality in their choice of products to imitate.

Mr. Mulert replied that this problem could no doubt be solved by demanding that France alter its patent law to correspond with that of the rest of Europe, thus eliminating this danger to the German pharmaceutical industry.

Mr. Mann pointed out that although an improvement might be expected in the future, a number of patents had expired in the meantime and the present position would scarcely deteriorate for the French, even if a new patent law was introduced in France.

Regarding the future fate of the French pharmaceutical industry, Mr. Mann thought that agreements should be made

(Page 4 of original)

with France, with approximately the following contents:

France would retain its home market to a great extent. Its export trade, far from disappearing, would also be carried on as before, although by means of agreements to be signed with the German pharmaceutical industry, these French exports must be made to serve German interests as well. He thought that this could be done by letting the Bayer organ-

ization take over the export trade of the French pharmaceutical industry (here he was thinking of Rhone-Poulenc in particular) i.e. the Bayer Agency would also sell French products in the world markets. There was no question of suppressing the French character of these products, as the good will which the French pharmaceutical industry undoubtedly enjoyed in many world markets could in this way be turned to the advantage of the German industry. He thought that the financial settlement could be regulated as follows: suitable sums would accrue to the Bayer Agencies for the sale of the French products, and these sums would naturally benefit Germany.

He must state on principle that in his negotiations he had never considered a direct participation in the French pharmaceutical industry. The uncertainty still existing with regard to the ultimate fate of the French pharmaceutical industry meant that there was a considerable risk of losing the substantial amount of capital which would have to be invested. He was considering another solution: to establish a sales firm in Paris in which Rhone-Poulenc would have a participation of 49 % and Bayer one of 51 %. All the Rhone-Poulenc products would be sold through this firm, both inside France and for export abroad. While the French business would be done by the Home Department of this newly established sales organization, following directives from the German-French management but guided as to all details by the requirements of the French home market, the export trade of the sales company would go directly through the Bayer Agencies. In consequence, both

(Page 5 of original)

sales and propaganda in connection with these products would follow the directives given by the sales company, which would however, be identical with Lovartness's directives. As this company could be organized with a comparatively small capital, the risk of capital loss for Germany would be much less than in the case of direct participation in the manufacture. In addition, such a participation would involve the German partner in the necessity of further controls, which necessity would not arise in the case of the arrangement described above.

In this connection Mr. Mann must say that he had arranged a conference for today with Dr. Ungewitter, at which he had intended to express the same line of thought. He was aware that this plan could not be put into practice until an agreement had been secured between the various pharmaceutical firms in Germany. He had had some idea that Dr. Ungewitter, who knew a good deal about the interest taken by the various German firms in the French pharmaceutical industry, might call upon the firms interested to discuss this question, and invite them to state how far they were interested in the plan. His own opinion was that the other German firms belonging to the pharmaceutical industry could not be greatly interested in Rhone-Poulenc in particular, as only a few of their products were affected. If any firm should express interest, however, he was prepared to work jointly with that firm in putting the above described plan into operation.

In this connection Herr Mann pointed out that at the conference arranged with Dr. Ungewitter he had also intended to discuss the plan already known to Dr. Hoffmann for organizing the serum industry on a uniform basis. The main feature of this plan was to have the leading role in the field of serum therapy hitherto played in many countries by the Institut Pasteur taken over by the Behring Institute. It was an established fact today that the invention of serum therapy by Behring was a German invention and this fact had even been admitted at the time by the French, and was only suppressed

(Page 6 of original)

by means of French press propaganda.

Mr. Mann was aware that this plan could only be put into operation if the serum industry within Germany also came to an agreement, in which connection he had in mind the creation of an export combine of the German serum industry, to be controlled by the Behring plant in view of the fact that 95 % of the entire German serum export was in its hands. He could also agree, however, to the creation of a third centre (Stelle) to look after the export of serum and inoculation materials. The other German manufacturers of serum would be assured of retaining their former share of the export trade by means of a quota.

DR. Hoffmann pointed out that the main difficulty might be expected to come from ASIB, and that it must be emphasized that these difficulties were definitely of a political character.

It was also agreed that the economic side of this plan should be worked out further by the Reich Ministry of Economics - i.e. the Economic Group - but that as the plan was also intended to secure, above all, a leading position for the Behring Institute in science, the Reich Health Office (Reichsgesundheitsführung), the Foreign Office and the Ministry of Education (Kultusministerium) should be notified. DR. Hoffmann explained that the Reich Ministry of Economics would take no steps to put the plan into practice until it had been sanctioned by this third body. Mr. MANN stated that plans to inform the Reich Health Leader had been made long ago and that in the circumstances the Foreign Office and the Ministry of Education would naturally be informed also. It was agreed that DR. Mulert and DR. Hoffmann should each receive a copy of the memorandum drafted by the Behring plant; it was pointed out that so far this memorandum had only been submitted to Dr. Ugewitter - and only unofficially.

In conclusion it was agreed that on his return from Paris, Mr. Mann should again report to DR. Mulert and DR. Hoffmann on the result of his trip.

CERTIFICATE OF TRANSLATION

I, Mona A.M. MacLeod, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document No. HL-9365.

2nd August 1947

Mona A.M. MACLEOD
MEP 36347

(E E D)

Exhibit 16
v. 16

EXH #2095

TRANSLATION OF DOCUMENT NO. NI-14491
OFFICE OF U.S. CHIEF OF COUNSEL
FOR WAR CRIMES.

Interrogation No. 1024.

Interrogation of Wilhelm Rudolf MANN
by : Mr. Randolph Newman
present: Mr. W. Lewald
on 23 March 1947 - 10,00-11,00
Economic Section Sprecher
Farben Trial Team -
Stenographer: Lotte Kluge.

- Q. You are Wilhelm Rudolf Mann and you were born on 4 Apr
- A. 1894.
- Q. What part did you play in I.G. Farben?
- A. I was in charge of the sales management of the BAYER pharmaceutical department. This included both the sale of acorus which were produced at the Behring plant in Marburg and also the sale of insecticides. On 1 February 1920 I entered the former dye-plant in Hoechst, and then in 1925 when the 14 firms were amalgamated to form I.G. Farbenindustrie I was appointed first of all deputy sales-manager and a few years later sales-manager of the Bayer departments which were united in Leverkusen.
- Q. When did you enter the Vorstand?
- A. May I ask you a question in order to answer yours? Last year I was busy for 5 months writing up a report for Military Government. I have this report at home. It deals with all these questions about my personal career as well as with my business connections.
- Q. I know, but I just want to make sure of the dates. When did you enter the Vorstand?
- A. 1931.
- Q. Were you a member of the Central Committee?
- A. No.
- Q. And you kept your position from 1931 right up to the c.
- A. Yes.
- Q. Can you please describe to me the connections your firm had in general with France and in particular with Rhone-Poulenc?
- A. Perhaps I may ask if you mean the BAYER department for which I was responsible?

TRANSLATION OF DOCUMENT NO. HI-14496
CONT'D.

(page 2 of original)

Q. I earn BAYER exclusively.

A. Our relations were always, as far as I can remember at all, of a very friendly nature.

Q. Are you now talking of relations with French General or -

A. With Rhone-Poulenc.

Relations in general with France were always dictated by a spirit of international agreement and cooperation. That was my personal policy and the one I stood up for during all those years when I went to Paris, and it was that policy which I adhered to in my business relations, too. With the firm Rhone-Poulenc in particular I was on extremely friendly terms.

Q. With what people were you connected in Rhone-Poulenc?

A. First of all with the President, Buisson, and then with a general manager, GHILLET.

Q. Had these relations to Rhone-Poulenc been defined in agreement? Were there contracts between BAYER and RHONE-POULENC?

A. We did have contracts but in the beginning they merely amounted to agreements for the fixing of prices of certain pharmaceutical chemicals. These agreements were then amplified by another which comprised the field of malaria products. Without date I prefer not to say any thing about the details of the latter agreement, which was to the effect that Rhone-Poulenc on its side had found a remedy for malaria and the I.G. laboratory as well, so that it seemed quite natural to come to an agreement in order to have the rights protected to a certain extent by conventions.

Q. How did this agreement run?

A. Unfortunately, that I can't tell you from memory.

Q. Then give me a general idea of the thing, without details.

A. As far as I remember, the agreement was once changed in the course of time, and became an agreement which gave Rhone-Poulenc France and the sphere of French interests and colonies etc. whilst I.G.

(page 3 of original)

was to confine its activities chiefly to the other markets.

Q. Of what period are you speaking now?

A. It is so far back in my memory I can't say exactly.

Q. Roughly?

A. I must confess, it is impossible for me to say.

Q. What agreement was made in particular for aspirin?

A. For aspirin? Bayer could not sell aspirin in France. Only Rhone-Poulenc had the right, and French firms produced acetyl salicylic acid. That is the chemical name for aspirin. We could never do any business with aspirin in France.

Q. My question was quite different: what agreement did you have with Rhone-Poulenc as regards aspirin?

A. As regards acetyl salicylic acid - that is the chemical name for aspirin - there was an international convention to which both Rhone-Poulenc and Bayer were parties as well as some English and other German firms: this agreement provided that the French market should belong solely to Rhone-Poulenc, whilst in other fields quotas were established in a quota convention.

Q. At the moment I am only interested in the French market. What was fixed? What was the sole right of Rhone-Poulenc? What was decided as regards the name aspirin?

A. The name aspirin belonged exclusively to the French. That is to say, Rhone-Poulenc had the right to use the name aspirin.

Q. So that I may get the thing quite clear, just one question: with whom was this agreement made?

A. It was an agreement which I made myself.

Q. Now describe what happened in 1940, whether you change your opinion about the name aspirin after France had fallen. What happened then? Perhaps you will assume for a moment that I know nothing at all about the matter, and will give me a clear picture of what happened after June 1940, of what your plans were, with whom you discussed them, with whom you put them into execution and what then became of them.

A. In 1940 when the hostilities were over I went to Paris

(page 4 of original)

in order to open up contacts with Rhone-Poulenc and to confirm previous agreements in view of the new situation.

Q. Whose initiative was that? Was it your own or were you acting on instructions?

A. A basic order had been issued by the Reich Ministry of Economics that efforts must be made to come to an agreement with French industry in every sphere of interest.

Q. What do you mean by an agreement? There was no misunderstanding between you and Rhone-Poulenc?

A. There was a misunderstanding in so far as it had always been a fundamentally disturbing factor that there were no patent laws in France for pharmaceutical discoveries. France is one of the few countries which has no protection for these products and the result of this was that in the course of the years Rhone-Poulenc had come to take the standpoint - and quite rightly as it was expressly provided by the law - that it was entitled to manufacture products which we could protect by patent law in Germany and in other countries, and to imitate them to a certain extent in view of the patent regulations, and finally to sell them in France.

Q. As far as aspirin is concerned this standpoint corresponded not only to the general attitude of Rhone-Poulenc but also to your special agreement -

A. It did not concern aspirin, but pharmaceutical discoveries in general as they were not protected by patent laws in France.

Q. And besides this you had the agreement for the name aspirin - is that correct?

A. No. We had no agreement for the name, on the contrary, in the agreement it was laid down that we should continue to refrain from selling aspirin in France, and even from selling any pharmaceutical chemicals at all, since these had always counted as the domain of Rhone-Poulenc.

Q. I had understood you somewhat differently before; will you please explain all that to me clearly again. Rhone-Poulenc used the name aspirin with your approval or against your will?

A. It was neither for us to approve nor to object to,

(page 5 of original)

we could not prevent it, for aspirin was free and could be used by all the pharmaceutical firms in France if they wanted to without any formality whatsoever.

Q. I interrupted you before when you were saying that in June 1940 after the Armistice you went to Paris, in order to come to an agreement with Rhone-Poulenc?

A. Yes.

Q. Did you reach an agreement?

A. I negotiated with MM. Buisson and Grillet at that time -

Q. One minute, what do you mean "at that time"? When was that?

TRANSLATION OF DOCUMENT NO. HI-14495
CONFIDENTIAL

- A. After the termination of the hostilities in France.
- Q. Do you know when that was approximately?
- A. As far as I remember, in August or September.
- Q. And you talked with these gentlemen in Paris?
- A. Yes, in Paris, in the business offices of the firm Rhone-Poulenc.
- Q. Where were the head-offices of Rhone-Poulenc located?
- A. In Paris.
- Q. The head-office of the firm was in Paris?
- A. Yes.
- Q. You spoke, then, to the two gentlemen President Buisson and general manager Grillet. Did you talk to them alone or was any representative of the German Government present?
- A. I talked to them alone or I was accompanied by my colleague, Dr. Grobel.
- Q. And what were the proposals you made at your negotiation with Rhone-Poulenc?
- A. I proposed that first of all, for those preparations which in France, because of the fact that there was no patent law to protect pharmaceutical products, that for these preparations Rhone-Poulenc should pay us, that is, I.G., a kind of license, and that this should make it obligatory for us to assist Rhone-Poulenc in bringing out or improving these preparations, and in particular also, that we should bind ourselves to see that all new preparations, after they had been offered for sale

(page 5 of original)

in Germany, were immediately made available to Rhone-Poulenc for France and the French zone of influence. This proposal created a very friendly atmosphere, and in the beginning the gentlemen had thought that I would take advantage of the situation as it stood at the time to try and suggest things to them which were in keeping with the position of power we held.

- Q. And you consider that there was no such thought?
- A. No, there was no such thought. At a lunch we had together in a speech made by president Buisson, the fact was stressed that, as I admit, quite differently from any other agreements which were made in those days, Buisson expressed his gratitude to me for the way I will

TRANSLATION OF DOCUMENT NO. HT-14495
CONT'D.

the negotiations were conducted and besides this said quite plainly that as there was not the slightest coercion behind the agreement it would certainly survive the war.

- Q. What kind of an agreement are you thinking of if things were managed differently?
- A. I am not thinking of any particular agreement, I know that such agreements -
- Q. Just give me an idea of what you meant by that?
- A. - That German firms acting on instructions from the Reich Ministry of Economics, as I said before, strove to acquire participation in stock and as far as possible to acquire the majority.
- Q. And did you never try to acquire shares in stock?
- A. Oh yes, I should like to say something about that.
- Q. I should like to put the second question in this way. You said that the president thanked you because the agreement was arranged so smoothly. But you have obviously jumped two years. You spoke first of August/September 1940. The agreement itself was not made until a considerable time later. Of what period were you speaking when you said that the president received the offer and negotiations took place?
- A. I was speaking of the end of 1940, and beginning of 1941.
- Q. When was the agreement concluded with Rhone-Poulenc, or, to be more exact, how many agreements did you conclude altogether with Rhone-Poulenc?
- A. We made two agreements, one referring to the affair I have described above. If I may outline it briefly, it concerned the

(page 7 of original)

settlement with respect to the payment of a license for the past, that is, for pharmaceutical products which Rhone-Poulenc -

- Q. You had said nothing about the past before. So for the past -
- A. As regards the word "past" I must correct what I said: I meant the preparations which were brought out in the past.
- Q. You wanted to obtain a payment of license-fees from Rhone-Poulenc, retroactively?

- A. I can't tell you the period exactly. Nothing was ever paid for the past, it was only settled that license-
fees should be paid from the time when the agreement
was concluded, and this referred to preparations which
had already been put on the market by Rhone-Poulenc
in previous years and which as we saw it constituted an
infringement of our patent rights, if one goes by stand-
ards of German law.
- Q. Isn't that just the opposite to what you began with
after you said, every person in France could -
- A. I was expressing myself then in terms of German law -
- Q. But that wasn't applied in France?
- A. No, not the law itself, but it had a moral effect all
the same, as Rhone-Poulenc frankly admitted to me.
- Q. You wanted to get payment from Rhone-Poulenc, and you
said yourself that in France it was allowed -
- A. The payment was intended as a compensation for our
recognition of Rhone-Poulenc's sole right to sell these
preparations in France.
- Q. But I think that was allowed?
- A. In this case it was not a question of the patent problem,
but of the sale as such. We severed our connection; -
the sale of those products which we manufactured in Ger-
many would have been just as possible for us at that
time in France.
- Q. What did you mean then, after 1940 or before 1940?
- A. I meant after that time, after 1940.
- Q. What has that to do with the past? For what did you
want payment? Was the payment to be made for a service
which you were to render in return after 1940, or was
the payment you wanted meant to represent something
which

(page 8 of original)

- had taken place before 1940?
- A. For what took place after June 1940 or round about that
time, recently. The payment was to be for that.
- Q. You spoke of two agreements. Can you sketch once more
quite briefly the contents of the two agreements and
also if you can, tell me the date approximately of
the two agreements? You can say if you have any other
ideas as regards the date.
- A. To say anything precise about the date is really very
difficult.

- Q. Did the agreements come directly after each other?
- A. Yes, as all events as far as I remember there was no great difference between them in time.
- Q. So that were two agreements. Who were the partners to the agreements?
- A. The partners were Rhone-Poulenc and I.G. Farbenindustrie A.G.
- Q. In both cases?
- A. In both cases, yes. I haven't yet spoken about the second agreement.
- Q. Quite right. The first agreement referred to what? You wanted to tell me quite shortly.
- A. To the payment of license-fees by Rhone-Poulenc for products which were put on the market by our firm and which Rhone-Poulenc also put on the market, and which we on our part undertook not to sell in France, in view of the new situation - I mean military events.
- Q. What was Rhone-Poulenc to pay for them?
- A. A certain amount in license-fees, the exact sum I no longer have in mind.
- Q. Have you roughly any idea of the amount?
- A. I shouldn't like to give any figures roughly, as I run the risk of making statements that are incorrect.
- Q. What did the second agreement say?
- A. The second agreement was a sequel to the first agreement in so far as an atmosphere was created which may be described as cordial and which was actually described as such by the French partners. It (the agreement) ran to the effect that, as M. Buisson said, a close cooperation between Rhone-Poulenc and I.G. was certainly to be desired, but that there would never be any question of its

(page 9 of original)

taking the form of a participation of any kind in the firm of Rhone-Poulenc.

- Q. Whose idea was that?
- A. It was a question I raised as to whether such a possibility would exist.
- Q. You had suggested that I.G. Farben should participate in Rhone-Poulenc?
- A. Yes, as far as possible.

Q. And the president refused it in that form?

A. Yes. I realized that at once and did not refer to the subject again. But then in the course of several negotiations we managed to make our connection closer not by the foundation of a joint firm with Rhone-Poulenc and I.G., that is, in this case, the Bayer department, which had the responsibility for these pharmaceutical products, but by giving Rhone-Poulenc a covering firm, and this firm was called Theraplix.

Q. Do you know by chance how Rhone-Poulenc acquired possession of Theraplix?

A. No, I know nothing about it.

Q. You were simply aware of the fact that there was a firm called Theraplix? How big was its capital?

A. That I can't say, but it wasn't very big.

Q. What happened then?

A. We then came to an agreement that we could participate in Theraplix in such a way as to have the majority still in the hands of the firm Rhone-Poulenc.

Q. Was it your suggestion that Rhone-Poulenc should remain in possession of the majority in Theraplix?

A. Yes.

Q. Was the capital of Theraplix to be increased?

A. Whether at the time of the negotiations the intention was there, I don't know, I believe I can remember, though, that the capital was soon increased.

Q. Do you recognize the figures if I tell you that the increase was to be from 5 to 50 million francs?

A. Yes, I believe so.

(page 10 of original)

Q. The suggestion was that Rhone-Poulenc should keep the majority and also the business management. How was that to work out?

A. Some of our products which were not involved in other agreements and which we were perfectly free to sell in France - I mean one hundred per cent for our own account - we wanted - we offered to bring these products into the joint firm.

Q. Can you tell me that once again more clearly. What services were you, that is to say Bayer, to render in return for the participation you wanted in Theraplix?

- A. We were to bring in a series of products which didn't exist so far in France, that is, which were not in the possession of Rhone-Poulenc or Theraplix. We were to bring these products into the joint enterprise for sale in France.
- Q. What was the result of the negotiations as regards the majority?
- A. As regards the majority I can remember that there had been recent legislation made in France defining the rights of the president of the Verwaltungsrat in such a way, I believe it was, that the latter was to play a decisive part in the event of any differences of opinion.
- Q. Did you ever have anything to do with this order yourself?
- A. I gave it to our jurists for examination.
- Q. And what were the inferences you derived from it?
- A. It was inferred that we should be content with a 49% participation, that Rhone-Poulenc should also take 49% and that the 2% left should be represented by a certain M. Faure-Beaulieu, a solution which I supported for the reason that in this way the use of the majority was put actually as well as officially into the hands of the French.
- Q. What office was M. Faure-Beaulieu to hold? Was he to have a neutral or a key position, or was he to be going to Rhone-Poulenc? What was the intention?
- A. I had known M. Faure-Beaulieu personally on a social footing for several years. From a conversation with one of the representatives of Rhone-Poulenc I saw that the latter, too, knew M. Faure-Beaulieu and had a good opinion of him. My suggestion that M. Faure-Beaulieu should be given the task of representing the decisive 2%, or that he should be asked to do so, met with the approval of Rhone-Poulenc.

(page 11 of original)

- Q. On what terms were you with M. Faure-Beaulieu? Were they just of a private nature?
- A. Yes they were purely personal relations.
- Q. Did he ever derive any advantages from I.G.??
- A. No, never.
- Q. Nor through this agreement either?
- A. No.

TRANSLATION OF DOCUMENT FO.NI-14495
CONT'D.

- Q. I must ask you once again. What was the idea of M. Faure-Baculieu taking over 2%?
- A. The idea was that from an official point of view, especially vis-à-vis the competent German ministry, the principle of parity should be observed. I should like to point out here again that on the contrary the official agency mentioned even wished as a matter of principle that in such participations the majority should get into German hands.
- Q. The Reich Ministry of Economics wished the majority to be in German hands and you were against it?
- A. I was definitely against it and always stressed the fact at negotiations with German agencies and pointed out how unsuitable such a settlement was in view of the good terms we had been on with Rhone-Poulenc hitherto.
- Q. Herr Mann, I must remind you of one thing. What you say, you will have to swear to, and don't forget either that we have other things besides your affidavit as a source of information. I will ask you again as regards the position of M. Faure-Baculieu: - were there any additional agreements or, as you have just said, were these 2% really outside the sphere of I.G. Farben?
- A. Then I must have understood you wrongly. You asked me if we had any other special agreements with M. Faure-Baculieu. From the remark you make now I see you are thinking of the 2%.
- Q. Yes, only of the 2%. I will tell you precisely what I mean. If each of the parties has 49% then the stock capital is held on a parity basis in two hands, neither of the partners has any advantage over the other. But then the person who held the 2% had the key-position. My question, to be exact, is this:

(page 12 of original)

Was there any special agreement as regards these 2% with M. Faure-Baculieu?

- A. I can't tell you from memory the exact details of what was agreed with M. Faure-Baculieu in this respect.
- Q. Who was the man who was competent for these agreements? Weren't you competent for them?
- A. At the beginning of the negotiations, yes. But later these negotiations were transferred to our people.
- Q. To whom?
- A. To people from Leverkusen, but they changed, according to the positions they held.
- Q. I mean, to whom were these negotiations transferred?

A. To people from Leverkusen, but they changed, according

A. To people who worked under me; so that the responsibility in any case is mine.

Q. I ask you, could agreements be made without your consent?

A. No.

Q. If you are the man who was competent for this agreement, then I ask you again, what did you arrange with M. Faure-Saullieu as regards the 2%?

A. I don't remember the details any longer. They can be seen easily enough from the evidence, though.

Q. I advise you, Herr Mann, to think the matter over for five minutes and then we will talk about it again.

A. (After the interval) As I to answer your question? As far as I remember M. Faure-Saullieu received a promise from the two main partners, that is, Rhone-Poulenc and I.G. Farben, that he should have a dividend payable possibly for an amount equivalent to these 2% and in addition to this the usual remunerations he had for his position as *maître de conseil* -

Q. That doesn't answer my question entirely. My question was, whether there was any agreement as regards the 2%, according to which these 2% belonged in practice to I.G. My actual question is this, if, whilst officially Rhone-Poulenc was of the opinion that these 2% belonged to a trustee who, objectively speaking, was neutral, the truth was that these 2% were controlled by I.G.

(page 13 of original)

A. As far as I know there wasn't any such agreement. The agreement really meant that the 2% should be conveyed to a neutral Frenchman, with the consent of the principal partners.

Q. I will come to another point. What part did the German government play in the whole affair and, in particular, what did you discuss with the German government before you came to this agreement?

A. May I first of all repeat the fact that at that time a general order was issued by the Reich Ministry of Economics in the form of a circular letter pointing out that after the cessation of hostilities in France German firms were to try and get hold of participations in French firms which were of interest to Germany, and whenever possible with the object of acquiring a majority, that is, the control of the enterprise.

Q. That was the general directive issued by the German government?

A. Yes.

Q. When you heard of this circular how did you react?

A. My personal reaction was that I would never have lent myself to the making of such an agreement under the conditions of pressure which existed in those circumstances, and consequently I conducted the negotiations in the way I have described at the beginning, and which was fully recognized by the other side.

Q. Do you mean, then, that you did not consider it fair in view of the pressure at the time, to negotiate with the French on the basis which was desired?

A. Yes, of course.

Q. Did you discuss your tactics with German government officials?

A. Yes, I did.

Q. With whom?

A. Yes, I must tell you that in those days I.G. was organized in such a way that there was an economic-political department -

Q. Yes, the WIPO -

A. Under the direction of Dr. Terhaar, and as a general rule this department had taken over the arrangement of any conference which were necessary with the government agencies. To the best of my memory the WIPO undertook to conduct these negotiations also at the time - if I am not very much mistaken, I was present at one such conference.

(page 14 of original)

Q. A conference with whom?

A. With the Reich Ministry of Economics, unfortunately I can no longer say which member of the ministry it was -

Q. I will ask you about different people. Did you have any conversation with Oberstleutnant Heff?

A. The name is familiar to me, I believe he belonged to the economic staff in Paris. I don't remember ever having talked to him myself, but I did talk to someone who was over him, I mean a Ministerialdirigent, it was, as far as I remember, the head of the economic department -

Q. Michel?

A. Yes, quite right, Michel.

Q. You talked to Michel himself?

A. Yes.

Q. What was discussed?

A. I told Herr Michel of my intention and explained the agreement we were about to make, and received his full consent - although it did not fit in with the instructions from Berlin - to the effect that he quite agreed.

Q. Did you discuss with Michel the tactics which were to be applied in the case of Rhone-Poulenc?

A. I can't remember that any tactics in this respect were ever discussed on my part with Herr Michel. I assume that the WIFO saw to that. As a matter of fact I conducted these negotiations independently and only directed the WIFO and requested it to inform Berlin. Michel hadn't a very deep interest in the affair.

Q. I should like you to give a more exact answer to my question. I want, whether you yourself asked the German government for its cooperation in order to facilitate your negotiations with Rhone-Poulenc.

A. No. I did ask Michel if he saw any such people to hint that such an agreement would meet with his approval, too.

Q. Only that?

A. I can't remember anything else.

Q. Did you speak to anyone else in the German government except to the head of the war administration, Ministerialdirektor Michel?

(page 18 of original)

A. Do you mean now in the economic staff Franco?

Q. Yes.

A. I don't remember anyone, but I may have done.

Q. Did you speak to Herr Kolb?

A. Oh yes, Kolb was to a certain extent the chemical representative on the economic staff. I did talk to Herr Kolb.

Q. Do you remember what you talked to Kolb about?

A. I only talked about what I planned for the future and what I have just described, and I was supported by Kolb.

Q. You can't remember any details of the conversation?

A. I'm afraid I can't.

Q. Was the expression "unfair competition" mentioned or "injuries in the past", was there any talk about that?

A. There was talk about moral injuries, and not with Rhone-Poulenc, but amongst the Germans, in order to explain the

TRANSLATION OF DOCUMENT NO. VI-14495
CONT'D.

situation to them, as they knew nothing about the details of patent law in the pharmaceutical field.

- Q. I didn't quite understand that. How did you mean that?
- A. I meant that the reason which caused my suggestion for the future, to bring about an agreement with Rhone-Poulenc for the mutual recognition of patent rights, this reason was based on the lack of French legislation with respect to pharmaceutical preparations.
- Q. Was the French group then ready at once to give you a sum - you couldn't remember the amount, I will tell you, it was 48 million francs and a 50% participation in Theropolix? Merely because you negotiated in a friendly way?
- A. Oh no, it wasn't like that. May I say again that this was not a compensation for the past but with this agreement we were to begin a new and much broader cooperation, entirely in favor of Rhone-Poulenc. I should like to say quite plainly that for the express benefit of Rhone-Poulenc we also renounced our rights to sell pharmaceutical products and chemicals in France, although we had no cause

(page 16 of original)

to do so, and in the course of the following months decided that for all practical purposes we would give up our rights in France with the exception of this license-participation and the participation in the Theropolix firm, that is to say, Bayer itself said it agreed to cease all direct activity on the French market. This was an extraordinary - and given the situation at the time - a very important promise for Rhone-Poulenc.

- Q. You said to "cease activity". Had Bayer, then, any direct activity in France before?
- A. Yes, it had its own organization in France.
- Q. Do you mean the SOCIET
- A. No, it was a firm called RIGALL & Co. A chemist must have been at the head of the business in France under the name of Rigall. He had a normal contract with Bayer as agent for the sale of all pharmaceutical products in France, and it was this contract which we now voluntarily gave up as well as the use of the rights contained in it, which we had had for years, and at the same time, if I may repeat once more, we promised Rhone-Poulenc that in the future all the new preparations we invented should be made available to France immediately after they had been put on the market in Germany. I personally had the impression that I was taking a line which had not been taken by many before and that I was giving the proof that in business I wished to derive no consequences which would prejudice the firm in France as a result of the prevailing military events.

- Q. Do you know how Theraplix developed, what became of it?
- A. As far as I remember Theraplix developed very well. The products which were brought into it, including those we brought in, were also manufactured in France. There wasn't any question of regular supplies, either, but a thorough French interest was aroused thereby. The medicines were manufactured there, packed and offered for sale.
- Q. So, I meant, do you know anything about the present condition of Theraplix?
- A. I believe I remember that the first years, in spite of the usual difficulties in starting out, showed all the same regular growth and development, and if I am not very much mistaken, we set ourselves as a goal a turnover of - I still remember the figure

(page 17 of original)

because it was a round sum - 100 million francs, which we did actually reach.

- Q. I wanted to know something else. Do you know what happened to your 49% participation?
- A. No, we don't know.
- Q. Now tell me, what was the situation of Sund in France?
- A. I have no information about that.
- Q. We will close now.

(Handwritten remark):

As regards what I say in this deposition on P.8 about a 1st and 2nd agreement I should like to explain that in reality there were 3 agreements. Actually the license agreements and the convention concerning a mutual exchange of future discoveries in the pharmaceutical field were not contained in one agreement but in two. The Theraplix agreement was consequently the third, not the second agreement.

(signed): Wilh. R. K a n n .

CERTIFICATE OF TRANSLATION.

I, DOROTHY E. PLUMMER, USFET 482, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document No. NI - 14496.

9 March 1948

DOROTHY E. PLUMMER
USFET 482.

have to
ask go

EX #2096

TRANSLATION OF DOCUMENT NO. 101-1496
OFFICE OF U.S. CHIEF OF COUNSEL
FOR WAR CRIMES.

Interrogation No. 1094-A

Interrogation of Wilhelm Rudolf MANN
by Mr. Randolph NEWMAN
on 28 March 1947 16,45 - 17,30
Economic Section Sprecher
Farben Trial Team
Present: Mr. W. Lawald
Stenographer: Lotte Kluge.

- Q. As I have already told you, you are not tied to what you said before. You can make any corrections or additions you like, if you feel that before you did not say what you would have said if you had thought things over more thoroughly. I will come back again to FAURE-BEAULIEU. How long had you known this gentleman?
- A. It must have been round about 1935/36.
- Q. Where did you make his acquaintance?
- A. In Paris.
- Q. Did you do business with him?
- A. I didn't do business with him directly. I met him socially at the house of a man whose name I have forgotten.
- Q. And you were in regular contact with him?
- A. No, only from time to time, if I went over I looked him up.
- Q. Was it you who suggested FAURE-BEAULIEU in 1940 for these 2%?
- A. Yes.
- Q. First of all you had a conversation quite alone with him about it?
- A. I asked him how he would feel about it.
- Q. About taking over those 2%?
- A. Yes.
- Q. Tell me now, 8% of 50 million francs, that is all the same a matter of 1 million francs. Could FAURE-BEAULIEU raise such a sum with his own means?
- A. The capital was still small then, it was only increased later on.
- Q. And he had the means to take over 2% from the increased capital?
- A. I can't tell you how it all happened.

- Q. Didn't it go through you?
- A. No, it went through our finance department.
- Q. When you asked FAURE-BEAULIEU if he were willing to take over the 2%, what did he say?

(page 2 of original)

After all, the first question a man puts in such a case is: how much must I reckon on in this affair?

- A. But the financial part of it was less important than the fact that he was the president, - so to speak, the conseil d'administration, and that I wanted to use him to make sure that Rhone-Poulenc knew the 2% were in French hands.
- Q. That is not exactly my question. Certainly the financial factor was not decisive, but it was nevertheless one of the questions which had to be raised. For to take over a million francs one must have them.
- A. That was certainly discussed, too, but I don't remember in what way.
- Q. Perhaps I.G. put up the million francs?
- A. It is possible that they advanced them or that they were credited to them by a bank.
- Q. Was the money ever paid back?
- A. I don't remember now.
- Q. But the bank wouldn't have advanced a million francs if I.G. hadn't given a guarantee?
- A. I suppose that that happened at the same time as Rhone-Poulenc gave its agreement.
- Q. Do you mean that Rhone-Poulenc was involved in this, that FAURE-BEAULIEU -
- A. Would have the 2%, -
- Q. I am talking now of the million francs.
- A. Yes, and consequently Rhone-Poulenc could tell the bank it was informed; and when Rhone-Poulenc gave a certain guarantee or at least described the business as serious, in case the credit given to I.G. was not sufficient, which I cannot judge -
- Q. If I.G. had put up this credit would it have been channelled through you or could it have been done without you?
- A. It was done through the finance department, but I should have been informed as to what was planned.
- Q. But who could plan things, if not you?

- A. I mean, the financial arrangements that were planned in this case; what the agreement with the banks was I don't know.
- Q. From whose head could the idea of this procedure have sprung, if not from yours?
(page 3 of original)
- A. It would have gone through the banking department, I should only have explained the problem.
- Q. Was the banking department in direct contact with FAURE-BEAULIEU?
- A. No, things were done by the bookkeeping department in Leverkusen.
- Q. I don't think we understand each other. When you talked to M. FAURE-BEAULIEU about his taking over 1 million francs and the question arose: how are we to finance this million? I imagine that there was only one man who could suggest that the million should be advanced by I.G., and that was yourself. The banking department in Leverkusen cannot have given the order, it was only an executive organ. The idea itself can only have been given by you yourself. Or am I mistaken? If so, please correct me.
- A. I am convinced that I came to feel at the time that some solution would be found to the problem. Whether it was to be found in this way or that, I can no longer say.
- Q. Tell me, did you inform the Armistice Commission about the agreement with Rhone-Poulenc?
- A. No.
- Q. How was the Armistice Commission informed?
- A. I had nothing to do with that.
- Q. When this agreement was concluded with Rhone-Poulenc, FAURE-BEAULIEU and I.G., did you send a copy of the agreement to the official agencies?
- A. As far as I know, a copy of the agreement with Rhone-Poulenc was sent through the WIPO to the Reich Ministry of Economics.
- Q. With a commentary?
- A. No, not so far as I know. But I don't remember today. If there was one, it only consisted of a few accompanying lines.
- Q. Was there any mention of the part M. FAURE-BEAULIEU was to play?
- A. Yes, of course.

Q. In an accompanying letter?

A. As far as I know, the only explanation given was why in this case I thought it better not to let any German majority appear, but to leave it in French hands.

(page 4 of original)

Q. Did the letter add that in reality there was nothing to be afraid of, as the 25 were at I.O.'s disposal in any case?

A. Actually that was not the case, for if complications had arisen FAURE-BEAULIEU would have been on the French side, which would only have been natural after all as chairman of the board of directors.

Q. Is that your real opinion?

A. That is my real opinion and it was my will to carry it out.

Q. And you are not aware of your will having been completely thwarted?

A. I know nothing of that. I can't imagine what could have happened to thwart it.

Q. How did FAURE-BEAULIEU get acquainted with Rhone-Poulenc?

A. They knew each other already.

Q. Independently of you?

A. Yes, independently of me.

Q. What happened to the shares which FAURE-BEAULIEU took over?

A. I'm not clear about that. That was settled by the French side, too. I assume that all the shares were in Paris.

Q. Who was the man in your finance department who dealt with these affairs?

A. There were a number of people, they changed all the time.

Q. You don't mean that they were continually coming and going?

A. They really did change, comparatively, very often.

Q. Can you remember who was in charge of that in 1940?

A. Dr. Ilgen from the Berlin office was in charge of the administration as such, and the finance department - I can't remember who it was then, it was so long ago.

- Q. And you mean that it was your definite wish that 51% should remain in the hands of Rhone-Poulenc?
- A. Not in the hands of Rhone-Poulenc, but in French hands, that they should be represented by Frenchmen. At noon I thought all this over again and I should like to add with respect to this agreement that I, personally, can very well imagine that such an agreement might have been concluded in peace-time, too.
- Q. Now did you explain, then, that your purpose which you spoke of before was so misinterpreted by your colleagues in the Vorstand that people thought you wanted to procure 51% of the whole of Rhone-Poulenc for I.G.?

(page 5 of original)

- A. That came from our good and friendly connections with Rhone-Poulenc.
- Q. No, apparently I have not made myself clear. You said, if I understood you rightly, that on principle you were against taking advantage of the French situation in order to obtain any kind of French stock-participation, and furthermore you said, if I understood you properly, that not only you were wholeheartedly not in favor of it, but it was your wish to leave the majority in French hands. My question now is as follows: If this was your purpose, of which I am sure you made no secret, how do you explain then, what I know to be a fact, that your purpose was so misinterpreted by your colleagues in the Vorstand of I.G. that these colleagues are of the opinion, and said as much, that it was you who from the beginning worked for a 51% participation in Rhone-Poulenc?
- A. I understand your question now and repeat that in the beginning I negotiated with Rhone-Poulenc over a question of participation in Rhone-Poulenc itself and this question Buisson turned down as impossible. Then the idea cropped up that Theraplix might be taken as a basis for us to come to some agreement, if we used it as a cloak in the hands of Rhone-Poulenc.
- Q. If I understand you, you were going to content yourself with participating only in the pharmaceutical part and so you chose this way out through Theraplix?
- A. Yes.
- Q. Was any effort made, when it became impossible to obtain a participation in Rhone-Poulenc as a whole, to make do with the pharmaceutical sector? and it was for this purpose that you chose Theraplix?
- A. No, that is not so. In any case the firm Rhone-Poulenc would have remained independent in the pharmaceutical sector, that is to say, there was never any intention of transferring products from the pharmaceutical department in Rhone-Poulenc to Theraplix. There was no thought of

TRANSLATION OF DOCUMENT NO. MT-14493
CONT'D.

stopping Rhone-Poulenc's business, on the other hand, it went on without any changes and Theraplix had to build up a new existence for itself with its own products, increased by products which we brought in.

Q. In the pharmaceutical field?

A. In the pharmaceutical field.

Q. And in spite of this, Rhone-Poulenc still kept its interest in the pharmaceutical field?

(page 6 of original)

A. In Theraplix, just like us.

Q. The pharmaceutical business was transferred to Theraplix?

A. For Bayer it was just the same whatever happened. We still had the right to sell Bayer products in France through an agency or a firm of our own in France in addition to our participation in Theraplix. So there was a complete similarity of conditions. It is true that later we voluntarily gave up this right.

Q. What do you mean by later?

A. I mean a short time after.

Q. At the time of the agreement, or after?

A. As a result of the agreements we thought that now we had our participation in Theraplix, there wasn't any point in giving ourselves a lot of trouble to go on developing Bayer products in France, and so we gave them up.

Q. Why was Theraplix created then?

A. Theraplix already existed.

Q. I mean, why was the capital increased?

A. In order to go on developing the pharmaceutical products, especially those which we contributed to the future participation. So that we brought in positive values by contributing a whole series of valuable products to Theraplix and no longer selling these products separately for the account of I.G. in Frankfurt. That was naturally a great attraction for Rhone-Poulenc.

Q. You said that when the president of Rhone-Poulenc said no as regards I.G.'s participation the affair was settled?

A. Yes.

Q. Are you sure things happened like that, or, when you saw that it was going to create difficulties, were there not numerous conversations between you and the German government agencies?

TRANSLATION OF DOCUMENT NO. VI-14498
DWT'D.

- A. No, there were no further negotiations. I went on with the negotiations at once all on my own in the way I have described and came back to Germany with that result. It was authorized without hesitation.
- Q. Wasn't it asked whether it wouldn't be advisable to cut Rhone-Poulenc off from its raw materials or to make its products subject to an authorization?

(page 7 of original)

- A. I know nothing about that.
- Q. Did you ever speak to Herr RAHN? He was councillor to the embassy at the time.
- A. Yes, I remember.
- Q. Did you talk to him about Rhone-Poulenc?
- A. I only had a short talk with him which amounted to my telling him that we had come to an agreement.
- Q. Before you never spoke to him?
- A. No.
- Q. Did you discuss the question with Herr BOLL whether it would be advisable to help on the negotiations by discussing the question of a French patent law?
- A. We talked this question over together with Rhone-Poulenc with a view to bringing about an international standardization in the field of patents for pharmaceutical products and the intention was that both the patent department of Rhone-Poulenc as well as that of I.G. should work out suggestions as to how an international patent of the kind must be made, and in this we were to give due consideration to the French point of view, that is, there was no intention of any kind to use the situation in order to exercise some kind of pressure or coercion so that a patent law for pharmaceuticals was instituted in France.
- Q. Did you talk to Oberverwaltungsrat KAISER?
- A. The name is familiar to me, but I don't remember whether I ever spoke to him. Actually I had very little to do with these gentlemen at all.
- Q. At the conversations with Rhone-Poulenc did you ever point out that you yourself were friendly enough to Rhone-Poulenc but that unfortunately you depended on your government and that the government would take serious measures if you could not manage to reach an agreement?
- A. I didn't say that, but I said that the German government wished for an agreement and that I should like to accomplish this task with a great deal of tact and in such a way that

TRANSLATION OF DOCUMENT NO. XI-14426
CONT'D.

(page 8 of original)

our friendly relations were not disturbed thereby.
That was the gist of what I said.

Q. Did the other side then necessarily get the impression that it would be a good thing to reach an agreement with you so, if the agreement fell through, instead of you they would have to deal with the German government.

A. I consider it possible. Although I certainly hadn't the feeling that the way I conducted the negotiations aroused this impression.

Q. Did you speak to MALTZAHN?

A. No, I only know him by name.

Q. Did you speak to HELSEN?

A. No, I never got to know HELSEN. There was never any meeting between us.

Q. So you talked to MICHEL BOLL, RABY. And what was the conversation you had in KAISER'S office?

A. As far as I remember, if I ever talked to him at all it was not about the Rhone-Poulenc business. But I must admit that I probably only know him by name as he was often mentioned in connection with these things. The point which concerns us here is that the economic questions were all discussed with the military government in Paris, and I can no longer say whether Rhone-Poulenc played any part at all in them.

Q. With whom in the I.G. Vorstand did you discuss the Rhone-Poulenc project in particular?

A. In particular with Geheimrat SCHMITZ and Dr. von SCHMIDT. But I imagine that I spoke of the matter in the Vorstand in the customary way.

Q. How did you speak of it in the Vorstand? Did you speak of it as being worth while to try and get a majority in Rhone-Poulenc just as in Francolor, or did you say that you only felt half-hearted about it, but that as the Reich Ministry of Economics wished it, we should have to come to an agreement with Rhone-Poulenc?

A. At all events what I said was to the effect that I myself, in view of our friendly relations, would not like to do anything to Rhone-Poulenc that might create the impression of coercion, and that, consequently, after

(page 9 of original)

I had received an immediate and definite refusal from M. SUISSON at the very first negotiations, a participation in the firm -

- Q. Were there negotiations about the percentage?
- A. Not about the extent of it, but whether a participation was possible at all.
- Q. Did you discuss with I.G. about a 51% participation being worth striving for?
- A. That might well have been the case. At all events, I said that we must see that we arrived at an amicable agreement with Rhone-Poulenc.
- Q. What was meant by an amicable agreement, that Rhone-Poulenc should give up 51% to you?
- A. I can only repeat that it was never my intention to get a majority from a French firm, and especially not from Rhone-Poulenc. May I perhaps add by way of explanation that the situation of the pharmaceutical business in France had always been such that practically speaking German products had no prospect of sale. There was a fundamental reluctance to purchase which at the bottom could naturally be traced back to the fact that Rhone-Poulenc itself showed a very high level of scientific performance and was very capable as regards the organization of its sales. I never considered business in France as interesting but it was clear to me that if we wanted to sell our products in France at all on a larger scale it would only be possible in conjunction with a French firm.
- Q. I am always trying to picture to myself again all the things you have told me, so that they make sense and do not contradict each other, but I must confess that I cannot reconcile what you tell me about your private Vorstand meetings and your own intentions. If in your heart of hearts you were against carrying out the plan of the Reich Ministry of Economics according to which I.G. in these circumstances was to acquire a considerable participation in French rival firms, how is it, then, that at the conversations in your I.G. Farben Vorstand where you could say just what you thought you described it as worth striving for a 51% participation in Rhone-Poulenc?
- A. I have already put that right and said that I didn't speak of 51%.

(page 10 of original)

- Q. I was referring to your conversation with Rhone-Poulenc.
- A. Then you misunderstood me, I expressed myself badly. I never said that I tried to get a 51% participation, but a participation in Rhone-Poulenc, naturally to an extent which could also correspond to the interests of I.G. and their standard at the time.
- Q. What part did Maître l'Oncle play?

TRANSLATION OF DOCUMENT NO. NI-14498
CONT'D.

- A. As an attorney Maître l'Onole was asked for his advice at different times.
- Q. When did he represent, I.G. or the other side?
- A. I suppose that, if I remember rightly, he represented I.G.
- Q. Did you speak to Herr BARDENHAUER?
- A. I know the name, but I don't remember that I ever talked to him.
- Q. Was it ever said that the case of Rhone-Poulenc was much more difficult than that of Francolor, since Rhone-Poulenc had its offices in the unoccupied zone?
- A. That was not said.
- Q. Do you know anything about a memo that was sent to Herr MICHEL about the situation of Rhone-Poulenc?
- A. At the moment I'm not aware of any memo that might have had these contents, but it is possible that in some other sphere of production some such memo was drawn up. I don't remember it in the pharmaceutical field, however.
- Q. Can you remember what is said in it?
- A. I can only say that I don't remember anything about it.
- Q. And you don't remember anything being said about the need of a permit for production, I mean whether the production of Rhone-Poulenc should be dependent on a permit?
- A. I am not aware of it, I only know that from the very beginning I promised that I would use all my influence in the event that such a permit became necessary.

(page 11 of original)

and said that we would naturally do everything, of course, to see that it was procured.

- Q. Provided of course, that you reached an agreement?
- A. No, it had no connection with that.
- Q. And Rhone-Poulenc attached any importance to taking up the negotiations with you again as soon as possible or who did take the initiative?
- A. It was I who took the initiative, on the grounds as I have said, of the general circular letter sent out by the Reich Ministry of Economics.
- Q. Were you not informed that Rhone-Poulenc was already very impatient at not yet having spoken to any one of you?

- A. I don't personally remember anything about it.
- Q. Who was present at your conversation with Herr MEHRL?
- A. If I am not mistaken, Dr. TERHAAR.
- Q. Was Theraplix included in war-production after the capital had been increased?
- A. No.
- Q. Never during the whole time?
- A. No, not to my knowledge. There was a normal peace-time production there.
- Q. I will now come to something else. Do you know of the Sauckel-action?
- A. Only by name, as it got to be known through the Nuremberg trial. You mean that French workmen were brought to Germany?
- Q. Yes. You knew nothing about it before the Nuremberg trial?
- A. Naturally one saw French workmen, but that this was called the Sauckel-action or whatever instructions were at the bottom of it, I did not know. I was only in charge of sales in any case and had nothing to do with these things.
- Q. What do you know about Chemie Ost?
- A. The Chemie Ost was a corporation which was promoted to ensure the distribution of medicines in the Baltic countries - that is, of medicines belonging especially to our firm. In the beginning, if I am not mistaken, this was intended to be carried out on a much larger scale, to a certain extent as a foundation for a chemical production in the Eastern territories, but it could not be realized for reasons which I no longer remember, and in the end only a small unimportant corporation was left.
- Q. I should like to talk about the original plan.

(page 12 of original)

- A. Now it occurs to me, I must correct what I said there, a mistake has got in, - the Chemie Ost is something quite different from what I thought. I believe you mean the corporation in which Dr. PASSARGE was business manager. I was only slightly connected with it. It was meant as a firm which was to develop production in the Eastern territories but it failed because of the opposition which lay in my opinion in the Economic Staff East, that is to say in the military organization.
- Q. As regards the original aims which were expressed with Chemie Ost, were there any general directives?

TRANSLATION OF DOCUMENT NO. NI-14496
CONT'D.

A. For Chemie Ost?

Q. Yes.

A. That I can't say. I myself had nothing to do with Chemie Ost except that I know that its promotion was intended and it was considered whether a pharmaceutical production might also be included in it. I waited until the whole thing was there and then I saw that it all came to nothing.

Q. Wasn't Chemie Ost planned as part of a big overall plan for the exploitation of Russia?

A. I don't remember.

Q. You don't know whether there was a circular letter or notice about it, or general directives?

A. I had nothing to do with it and consequently I can't know anything about it. It was quite clear to me that Chemie Ost would be aided by the Economic Group Chemistry, in order to find a basis for production and possibly for the seizure of raw materials for this production.

Q. Can you tell me more exactly what you mean by a basis for production?

A. A real manufacture in the Eastern territories, the development of a new manufacture.

Q. A new manufacture or the use of an old one?

A. I don't remember. But naturally there would have been a question of it if such plant-installations had been available, which I don't know. I don't believe that there was any serious talk about it. I have quite lost contact with Chemie Ost.

Q. Only the beginning part is being discussed here.

A. I was naturally asked my opinion and said at the time

(page 13 of original)

that I could very well imagine that certain products - I spoke of insulin at the time - might be produced in the East in order to save the transportation of pancreas which is obtained from the glands of the ox. The problem of transportation was very important here as pancreas could be brought directly from the slaughter houses to the new station. But it was never done.

Q. That is all for today.

(Signature): Wilh. R. M a n n .

TRANSLATION OF DOCUMENT NO. NI-14493
CONF'D.

CERTIFICATE OF TRANSLATION.

I, DOROTHY E. PLUMMER, USFET 482, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document No. NI - 14493.

10 March 1946

DOROTHY E. PLUMMER
USFET 482.

Send to
sup. Dir.

EX #2097

TRANSLATION OF DOCUMENT NO. NI-14500
OFFICE OF U.S. CHIEF OF COUNSEL
FOR WAR CRIMES.

Interrogation No. 1024-B

Interrogation of Wilhelm Rudolf MANN
on 1 April 1947 from 1600 - 1645 hours
by Mr. Randolph M. WHELAN
Present: Mr. LEWALD
Stenographer: Hedy LANG.

I have been shown the record of my interrogation on 23 March 1947. I should like to correct a few things.

- 1.) In the longer one (17 pages) it says on page 3:
"The name ASPIRIN belonged exclusively to the French".

As I say further on in this statement, I only meant that the name ASPIRIN was not protected in France and anyone could use it, Rhone-Poulenc as well. I refer you to the top of page 5 of the above-mentioned record.

2.) On page 5 in the last paragraph the sequence in which the questions with Rhone-Poulenc were raised is not given quite correctly. In point of time my wish for a participation came first and the latter was consequently the first thing discussed. Only when it had been turned down did we come to the other points which appear at the bottom of page 5.

3.) There is one important point in which I should like to correct the statement I made that Friday. In actual fact the participation in the stock assets of Theraplix never took place on a basis of parity. On the contrary, I.G. took over unofficially for itself the 2% which officially were to be transferred to H. F. MURB-BENTLIN, so that in reality I.G. received 51% and RHONE-POULENC 49% of the capital of THERAPLIX.

In the report of 30 September 1946 which I drew up at the request of the ECONOMIC DIVISION, Decartelization Branch Control Office, I.G. Farbenindustrie A.G., U.S. Zone, and which is dated 30 September 1946, I stated on P. 133 that RHONE-POULENC took over 49% of the capital of THERAPLIX and "BAYER" 51%. Wherever there are diverging statements about the 2% in these two records of 23 March 1947 I should like to correct them here.

(Signature): Wilh. R. M a n n .

CERTIFICATE OF TRANSLATION.

I, DOROTHY E. PLUMMER, USFET 492, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document No. NI - 14500.

10 March 1948

DOROTHY E. PLUMMER
USFET 492.

(E F D)

Leave 6
up 80

EX #2098

TRANSLATION OF DOCUMENT NO. NI-14501
OFFICE OF U.S. CHIEF OF COUNSEL
FOR WAR CRIMES.

I, Wilhelm Rudolf M a n n , member of the Vorstand of I.G. Farbenindustrie from 1931 on, have been warned that I will be liable for punishment for making a false statement. I state herewith under oath, of my own free will and without coercion, the following:

The records of my three interrogations on 28 March 1947 (2 records) and 1 April 1947 (1 record) have been submitted to me (17 pages, 13 pages, and 1 page). I have carefully read the 3 records of my statements and have initialed each page at the bottom. Any corrections which were still necessary apart from the record of 1 April 1947 I have made in my own handwriting and have initialed any such correction in the margin.

I declare herewith under oath that I have given the pure truth to the best of my knowledge and conscience, that I have concealed nothing and made no addition.

Third April 1947.

(signed): Wilh. R. M a n n .

Sworn to and signed before me this 3rd day of April 1947 at the Palace of Justice, Nuerberg, Germany, by Wilhelm Rudolf Mann, known to me to be the person making the above affidavit.

3 April 1947.

(signed) Randolph E. Newman

Randolph E. Newman
U.S. Civilian, Attorney,
200 No. B 397712
Office of U.S. Chief of Counsel
for War Crimes.

CERTIFICATE OF TRANSLATION.

I, DOROTHY E. PLUMMER, USFET 492, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document No. NI - 14501.

10 March 1948

DOROTHY E. PLUMMER
USFET 492.

Page 6
sup 26

TRANSLATION OF DOCUMENT No. NI-15056
OFFICE OF CHIEF OF COUNSEL FOR WAR
CRIMES

EX #2099

Minutes

of the Dornsch Conference on 14 March 1935 in Leverkusen

Present: From Frankfurt:
Director Schlosser
Director Barnum
Manager Stiege

From Leverkusen:
Consul-General Mann
Director Dr. Brueggemann
Director Dr. Peiser
Prokurist Schmitz

Director Schlosser gave a general survey of the development of Dornsch's business in the past year, which was particularly favorable as regards both turnover and profits. The balance shows a profit of RM 99 753.22. Director Schlosser also takes an optimistic view of the current business year, although no definite conclusions can yet be drawn about the financial result, in view of the currency devaluations which have taken place in the meantime, and the increased competition of the British and Americans on various foreign markets.

Following on this, Stiege explained the various items of the balance sheet and pointed out that apart from the profit shown, there are secret reserve funds totalling RM 40 000.-, which are to be used as follows:

- a) RM 10 000.- from licence (payments) which are due and which have not yet been booked, for increased reserves for introduction to the market, which when added to the balance reserves (Bilanzrückstellungen) of RM 5 000.- and a (voluntary) reserve (Rücklage) on which tax has been paid, also of RM 6 000.-, dating from 1933, amount to RM 22 000.- This amount is particularly intended to be used in opening up the Indian and Brazilian markets.
- b) RM 30 000.- from Testa/Hall business, serving as secret reserves and funds for competition (Kampffonds)
- c) RM 10 000.- from interest in Fumigation as a safeguard in case South African business is endangered, which is however at present still profitable in spite of 25% price cut. In the meantime an agreement on price limits has also been concluded with the Americans, so that this should assure a certain stability.

With regard to the various items of the distribution of profits Stiege gave the following information:

Reserve (Rückstellung) RM 5 000.- see above under a)
" " RM 20 000.- for bad and or doubtful debts: in this instance this concerns the percentage of the reserves which could be advocated, but it is most improbable that this entire amount will be needed.

(page 2 of original)

Reserve (Rückstellung) RM 15 097.97 for the expansion in Weissmullerstrasse; a fumigation chamber for demonstration purposes is to be

3

TRANSLATION OF DOCUMENT No. EI-15056
Cont'd

created on the site belonging to
Dagesch.

In this connection Consul-General Mann asked for a report on the impressions of the large-scale fumigation which was carried out, if possible with illustrations.

As for the other items, an explanation is superfluous. Various questions were merely clarified in a comparison with last year's balance sheet, which led Director Schlosser to suggest that in future the balance sheets should be set out uniformly in order to make them clearer. The T-Gas sales should for instance be taken out of "general holdings" again.

In comparison with the previous year, where T-Gas showed a profit of RM 17 303.64, business closed with a profit of approx. RM 26 000.-- (profit shown RM 11 000.-- plus acquisition of cylinders, value RM 15 000.--, which have been written off.)

On Consul-General Mann's inquiry about the possibility of increasing the variety of products offered for sale, Stiege replied that all novelties, as far as gas was concerned, were continuously being studied but that nothing of interest which could be exploited had resulted so far. At present a chemical for attracting mosquitoes was being tested, and it will probably be possible to develop this.

The gentlemen present welcomed a suggestion from Consul-General Mann, that another joint scientific-technical meeting should be held.

The members then gave information about the personnel policy of the Scheideanstalt, which the Dagesch follows on the whole. Instead of the former bonus of something like a thirteenth month's salary as a Christmas bonus, a bonus system is being worked out now, which is tied up with the length of service as well as with the dividend paid. An official of 20 years' service with a 9% dividend, would for instance be paid about 160% of the monthly salary, while similar arrangements are planned for the workers.

Director Schlosser suggested that Director Dr. Brueggemann be appointed to the Verwaltungsrat to take the place of the deceased deputy chairman, Director Dr. Mann. Director Dr. Brueggemann accepted this appointment with thanks.

Friday, 26 April, has been provisionally fixed for the next meeting of the Verwaltungsrat. The annual report will be sent to us in good time before the meeting.

In conclusion Consul-General Mann thanked the members for the results, which in view of the difficult conditions are quite favorable, and combined with this the hope for Dagesch's further progress.

CERTIFICATE OF TRANSLATION

I, Dorothea L. GALEWSKI, ETO #34079, hereby certify that I am thoroughly conversant with the German and English languages; and that the above is a true and correct translation of Document No. EI-15056.

Dorothea L. GALEWSKI,
ETO #34079.

E N D

Page 6
also find
to

EX #2100

TRANSLATION OF DOCUMENT No. 51-18052
OFFICE OF CHIEF OF COUNSEL FOR WAR
CRIMES

Minutes
of the conference on the balance sheet of the Deutsche Gold- und
Silberbeschaffungsanstalt, Frankfurt/Main, on 10 June 1941 at
Frankfurt/Main.

Present were:

| | | |
|--------------------------|---|----------------------------------|
| from Leverkusen | from Deutsche Gold- und Silberbeschaffungsanstalt, Frankfurt/Main | from Chemnitz, Frankfurt/Main |
| ----- | ----- | ----- |
| Generalkonsul W. E. Mann | Generaldirektor Schlosser | Director Conrad |
| Director Dr. Brueggemann | Director Bernau | as a guest |
| Director Dr. Ruisberg | | |
| Proprietor Schmitz | | |

Director Schlosser submitted 2 business reports of the management concerning the past year. He suggests same as last year to distribute as dividends

RM 100 000.—

and to keep in hand for indefinite liabilities

RM 180 000.—

If the occasion arises it might also be possible to distribute RM 180 000.— as dividends; however, he advises to keep to the RM 100 000.— in view of the regulations concerning investigation of the excess profit which are to be expected.

No decision was reached, but it was agreed, that Degussa will give a written report to the two partners, who then will give a written statement on their attitude concerning the suggestions. This regulation is being devised right in view of the third partner.

It will be decided from convening a general-stockholders' meeting. Some general remarks were made on the business development and the present recession was declared from present time conditions.

CERTIFICATE OF TRANSLATION

I, Emy ROSENBERG, BTO #20076, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. 51-18052.

Emy Rosenberg
BTO #20076.

Since 6
sep 30

I.G. FARBENINDUSTRIE AKTIENGESELLSCHAFT, FRANKFURT (MAIN) 20
Verkaufsgemeinschaft Chemikalien
(Sales Association for Chemicals)

Exh #2101

L. V. Seider

(handwritten): Herr Dr. Paulmann / Our Ref. Date Page
please acknowledge letter in my name, too. Thus I
confirm the present treatment concerning the contacts
of the various IG Offices to be sufficient.)

To
Generalkonsul W. R. Mann
I.G. Farbenindustrie Aktiengesellschaft

Leverkusen-I.G. Werk

Frankfurt/Main, 12 January 1937.

Dear Herr Mann,

According to our agreement I have informed myself on the two
problems which concern Degesch.

1) The Hamburg Meeting. This concerns a conference of techni-
cians which is being held once every year and which comprises all
firms engaged in destruction by gas (Scholtenstalt incl. Degesch and
Testa, I.G., Goldschmidt, Doosan, Kolin.) Up till now exclusively
technicians participated in this meeting, whereas later on the commer-
cial offices are being informed through the minutes. I.G. was represent-
ed by Dr. Pfammüller, Dr. Wittwer, Dr. Fick Ludwigshafen, Dr. Marx
Wolken and Dr. Bonfath Leverkusen; Dr. Wreter did not participate.
The Degesch invitation went officially to the insecticide department
Leverkusen so that Dr. Paulmann would have had the opportunity to attend
the conference without any further ado.

The official minutes of Degesch have not yet been sent out on
account of illness etc. Of course, Leverkusen would receive it. Dr.
Pfammüller Ludwigshafen declared to me, and he substantiated that
with a file note which he had made without any obligation, that no
commercial affairs whatsoever have been discussed. Herr Schlosser
only participated this time, as he assured me, because Dr. Gessner had
fallen ill and as Herr Schlosser was not willing to leave the manage-
ment of the negotiations to a younger man.

We from our part have always welcomed this discussion between
practical and manufacturing technicians, because it increases the
interest both sides take and it provides a possibility to exchange
their wishes. No friction has as yet resulted from this between
technicians and merchants.

(page 2 of original)

The only case when a younger man of Degesch tried to get some
information on calculations in Ludwigshafen, is way back years ago.
This at once resulted in a telephone call from Ludwigshafen. At that
time Herr Schlosser apologized at once and remedied matters.

.....

TRANSLATION OF EXCERPTS ON DOCUMENT No. NL-15033
Cont'd

(page 3 of original)

Yours very respectfully

(signature)

L. v. Heider

CERTIFICATE OF TRANSLATION

I, EMORY ROSENBERG, ETO #20076, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. NL-15033.

EMORY ROSENBERG,
ETO #20076.

E N D

Base 6
rep. 76

Ex #2102

TRANSLATION OF EXCERPTS OF DOCUMENT No. JVI-13780
OFFICE OF CHIEF OF CONSOLE FOR WAR CRIMES

(stamp) Confidential

(handwritten)

Dir. Prof. Dr. Lautenschlager

D.E. (Directors' Meeting)
12/42

Minutes of the "Bayer" Directors' Meeting

(Sales Combine Pharmacists and Plant Protection Agents)

in Leverkusen on 24 July 1942 at 0930 hours:

Present were: Mann (chairman)
Bruggemann
Lentzel
Quistberg
Grobol
Lertone
Faulmann
Ber.
Brauninger
Langguth (Recorder)
J. Schmitz
Brahmer
Thieme

The chairman honors the memory of the work comrades

Georg Schupfner - Pharm-Office Munich
and Heinrich Gruemmer - "Bayer" Sales book-keeping
office

All present rise from their seats.

(1 of original)

D 391) Copper saving material 2317

Favorable experimental results from France and Switzerland have reached us which justify the recommendation of the German plant protection agents. On the basis of the results in France the Military Commander in Paris demands the manufacture of 30 000 tons in France that is for the French wine industry. This amount, according to present calculations, seems impossible.

392) Russia - Post Control

The documents found in Russia on post control show that the Russians made extensive use of airplanes also in regions which formerly could not be considered for aircel post control.

TRANSLATION OF EXCERPTS OF DOCUMENT No. NI- 13780
CONTINUED

(page 2 of original cont'd)

It is necessary for us to make use of the Russian knowledge so that the tasks awaiting us, considering especially the great areas in the East, can be successfully handled.

F 393) Injektin A.G. Plant for the manufacture of surgical instruments, Berlin SO 16.

The Enemy Property Office has approved the sale of the Injektin A.G. to the I.G. and the German Landerbank, Berlin.

394) Degussa, German Co. for Post Control A.G., Frankfurt-am-Main Business Report, 1940 Sheet, Profit and Loss Statement, Company Meeting.

We agree to having the A. stockholders' decisions for this year prepared in writing. A profit of RM 200,000.-- has been suggested for distribution. On the other hand the chemical works meetings to be held on 4 Sept. 1942 will offer an opportunity for a meeting and discussion with the Degussa people, which we shall suggest.

395) Protectorate / Bilioe Aktionsgesellschaft, Prague

The Labor Office is presently investigating the plants in the Protectorate for the purpose of finding workers that can be spared for other uses. It is possible for the Bilioe Aktionsgesellschaft to requisition the presently occupied rooms through the Labor Office. If the Bilioe should obtain suitable premises in this manner this action would meet with our entire approval.

(page 2 of original)

Approved:
(signature:) J. Mann

CERTIFICATE OF TRANSLATION

17 February 1946

I, John Foshurry, No. 20179, hereby certify that I am thoroughly conversant with the German and English languages, and that the above is a true and correct translation of excerpts of document No. NI- 13780.

John FOSHURRY, No. 20179.

Handwritten notes:
Luedtke
rep. note
5/6

EX #2103

TRANSMISSION OF DOCUMENT No. 51-15063
OFFICE OF CHIEF OF COUNSEL FOR WAR
CRIMES

HERMANN SCHLOSSER

Office: Voieefrauenstrasse 9 Telephone: 60121

Home: Stalhofstrasse 33 61021

Frankfurt/Main, 25 July 1943

(trans. notes various handwritten marginal notes)

To Dr. W. Brunschmann: Would this suit you? We could drive there by car in the morning and be back by evening. May I ask you to let Herrn Schlosser know, if necessary, that we agree. Many regards yours (initial) M (for V.R. Mann).

illegible initial.

To Consul-General V.R. Mann,
10 Farbenindustrie AG

L. V. R. Mann / Rhine

Dear Herr Mann,

Replying immediately to your letter of yesterday's date, I wish to inform you that in accordance with your suggestion I have reserved Friday, 4 September for the Chemie-work conference, and have also informed Herrn Brunschmann accordingly. I suppose that we should first have to hold an internal preliminary meeting, but in my opinion we should very well be able to deal with that within one hour. If we therefore start at 1030, as requested, I could call the official meeting of the Aufsichtsrat for 1130; as far as outsiders are concerned, I will only have to ask Kommerzienrat Schumacher, as Herr Eck has left. I would then suggest that the general meeting be held at 1215, so that we will be finished at 1330, including the short meeting of the Aufsichtsrat following on the general meeting, in which according to the statutes the new elections are to be held. Then we could stay together for a war-time meal. Do please let me know if this program suits you so that I can take all the necessary steps.

As far as the Dagesch is concerned, this firm sent out all the data on the balance sheet and the detailed annual report, which is usually read in the stockholders' and Verwaltungsrat meeting, to the three partners recently, requesting at the same time an opinion as to whether or not a meeting was desired beyond this. Dr. Goldschmidt has not yet replied to this. If he wishes to have a meeting of the Verwaltungsrat and of the stockholders, I agree with you that one should comply with this. In that case I would try, of course only if it suits you, to call these meetings for the afternoon of Friday 4 September, but without a dinner to follow. If, as I almost hope, Dr. Goldschmidt does not want a meeting (particularly since he could really be quite satisfied with the distribution of RM 200 000.- as I think we all are) I would suggest that this year we again refrain from holding an official meeting. This would of course not hinder us from getting together again in an internal Dagesch conference on Friday 4 September, if you wish to do this, and if this fits in with your schedule.

With kind regards and
Best Hitler
yours very truly

(signature) H. Schlosser

TRANSLATION OF DOCUMENT No. 51-15053

Cont'd

(trans.note: handwritten: marginal note:
yes, Dr. Paulmann would welcome this
the afternoon was considered. 1)

CERTIFICATE OF TRANSLATION

I, DOROTHEA L. GALEWSKI, ETO #34079, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. 51-15053.

Dorothea L. GALEWSKI,
ETO #34079.

Cons 6
sep 24

EX #2104

TRANSLATION OF DOCUMENT NO. NI-15054
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

Bayer House, Berlin W 15
Kurfuerstendamm 179

27 July 1942

To
General Director Hermann Schlosser
Deutsche Gold & Silberscheideanstalt
vormals Roessler

Frankfurt/Main
Weisenfrauenstrasse.

Dear Herr Schlosser,

I am taking the liberty of sending you enclosed copy of the letter of my firm to the management of Degesch, in which my firm comments on the results of 1941's business and on the proposals which have been made. Since on 4 September we will probably be holding the Chemiewerk-Hordburg meetings and Director Dr. Paulmann will also be in Frankfurt on this date, I would very much welcome it if we could meet the gentlemen of the Degesch in the afternoon. It would therefore not be a general meeting of the stockholders, but merely gathering of the members of both our firms with those of the Degesch, since it is likely that both sides feel the need for an exchange of ideas on current questions, I do hope that this suggestion is also in accordance with your wishes.

With kind regards and Heil Hitler
I am yours very truly
(Stamp): signed Mann.

CERTIFICATE OF TRANSLATION

I, DOROTHEA L. GALEWSKI, ETO. NO. 34079, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. NI-15054.

DOROTHEA L. GALEWSKI
ETO. NO. 34079.

Case 6
sep. 1/6

E+4 # 2105

L.G. Farbenindustrie A.G.
"B I E E"
Sales Department F
LEVERKUSEN 10 WORKS

Th. Goldschmidt AG
ESSEN

Deutsche Gold & Silberscheideanstalt
vormals Roessler
FRANKFURT/MAIN

Ccc.

15 August 1942.

Re: Stockholders' meeting.

Following on our letter of 23 July 1942 addressed to our three partner firms, it appears that it is true under present circumstances it is extremely difficult to get the members of the Verwaltungsrat together for a meeting, but that there is a general demand for such a meeting. We are therefore now taking the liberty of inviting you to a stockholders' meeting on

Friday, 4 Sept 1942, 1500.

a date which was chosen because the representatives of IG concerned have other meetings in Frankfurt/Main on the same day. The stockholders' meeting will this time take place in the conference room of the Degesch, entrance Zone Mainzerstrasse 14-15, and at the same time will provide an opportunity for inspecting premises of Degesch, and for talking about the purchase of the house, which in the meantime has been approved in principle by the three partners. Kindly note the following, which is the provisional agenda:

- 1.) Discussion of the annual report which has already been sent to the partner firms.
- 2.) New line of Degesch (Dr. Peters)
(non-prussic acid processes in addition to prussic acid processes)
- 3.) Development of TRITOX & VESTOX processes (Gossonheimer)
- 4.) The spontaneous demand for delousing installations (Wuestinger)
- 5.) E-Gas Process.

The reports under 3, 4 and 5 are included in consideration of a special request by Dr. Th. GOLDSCHMIDT. Should you have further requests with regard to the agenda, please inform us immediately.

(page 3 of original)

L.G. Farbenindustrie A.G., Leverkusen
Th. Goldschmidt AG, Essen
Deutsche Gold & Silberscheideanstalt
vormals Roessler, Frankfurt/Main.

15 August 1942.

As a matter of form we are at the same time informing the members of the Verwaltungsrat that the stockholders' meeting will take place on 4 September 1942, giving them an opportunity at the same time of attending this.

Heil Hitler!
DEUTSCHE GESELLSCHAFT FÜR
SCHWELINGENKAMPFUNG MEX.

CERTIFICATE OF TRANSLATION

I, DOROTHY L. SALWEIL, RSO #04772, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. 5-15004.

Dorothy L. SALWEIL,
RSO #04772.

Case 6
2/18/37

EX #2106

TRANSLATION OF DOCUMENT No. NI-15057
OFFICE OF CHIEF OF COUNSEL FOR WAR
CRIMES

15 September 1937

(trans. notes: handwritten: keep free, illegible shorthand notes.)

To Director Hermann Schlosser
with letter to Degussa, Deutsche Gold & Silberscheidanstalt,
vorm. Roseler,
Frankfurt/Main.
Weissefrauenstrasse 7-9

Herr Degussa/T-Gas-Gesellschaft.

Dear Herr Schlosser,

From the turnover figures submitted to me I have noted with pleasure that the decline in turnover which appeared in the first months of this year has not only been made up again by the increased turnover of the last months, but that a general increase has been achieved. The T-Gas Gesellschaft shows very considerable progress.

I would be very interested to hear your opinion about the further development of the T-Gas Gesellschaft, and I would be very grateful to you if you could send me a short report, including the monthly turnover figures, divided according to the two products.

Thanking you in anticipation of your kind efforts and remain with many kind regards

yours

(stamp) signed: Wilh. E. Mann

CERTIFICATE OF TRANSLATION

I, Dorothea L. GALEWSKI, ETC #34079, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. NI-15057.

Dorothea L. GALEWSKI,
ETC #34079.

END

Case 6
200 204
200 206

EX#2107

TRANSLATION OF DOCUMENT NO. WT-15051
OFFICE OF CHIEF OF COUNSEL FOR WAR
CRIMES

D E G E S C H, Deutsche Gesellschaft fuer Schnellingsbekämpfung m.b.H.

Degesch, Frankfurt/Main, Weisstraßenstrasse 9

Register No. O/0675/3448

Address: Degesch,
Frankfurt/Main POB 21

Telephones: 30121, 20546, 241A

Telegram address: Degesch

Telegrammer: all codes.

Postal code stamp.

Initial "M" (Mann)

To

"Bayer"

Special Department 7

Leipzig - I.G. Plant

Your ref.

Your letter dated

Our ref.

Date

Mr.

23. November 1943

Enclosed please find our statements in triplicate concerning on the Zyklon-,
Calcid- and Ethylene Oxide-turnovers for the month of October for your
information.

Heil Hitler !

DEUTSCHE GESELLSCHAFT FUER
SCHNELLINGSBEKÄMPFUNG MBH

(2 signatures)

(handwritten)

... enclosures station

25/11/43

Europe Total RM 167,320.82

12,317.75

32,695.67

Total RM 212,324.24

not
for

Germany " 149,723.35

abroad " 62,500.89

We had estimated 250,000.-

October 1942 339,738.-

(Page 2 of original)

Degesch Turn-Over in December 1943

| | kg | RM | kg | RM |
|----------|----------|---------------|---------|----------|
| Germany: | 29 331.- | RM 134 505.91 | | |
| abroad: | | RM 49 366.19 | | |
| Belgium | 1 107.- | 5 844.96 | 2 208.- | 5 625.60 |
| Finland | 1 994.5 | 9 454.88 | | |
| Holland | | | 342.- | 1 031.10 |
| Norway | 2 889.- | 13 722.75 | | |
| Roumania | 1 188.- | 7 856.64 | | |
| Sweden | 1 620.- | 7 614.- | | |
| Hungary | 1 015.2 | 4 872.96 | | |
| | 32 440.7 | 183 872.10 | 2 550.- | 6 656.70 |

TRANSLATION OF DOCUMENT NO. NI-15051
CONT'D

(Page 2 of original)

(Handwritten):

| | | | |
|----------------------------|----------------|---------------|-----|
| We had estimated 225,000.- | Total Germany | RM 164,890.71 | |
| | Abroad | RM 57,103.64 | |
| | Total | RM 221,994.35 | not |
| | The previous | | for |
| | year | RM 211,380.- | |
| | | = 4.5 % | |
| Total 1942 | RM 2,293,786.- | | |
| 1943 | RM 2,599,212.- | | |
| | = 13.3 % | | |

(Stamp): Directions Department Dayer
received: 24 January 1944

I.G. Pharma Special Department "F"
Leverkusen/Rhine - I.G. Plant

STILBENZ-OXIDE Turnovers of Dagesch in the month of December 1943.

| | | | |
|-------------|-------------|---|--------------|
| Germany | 16,734.0 kg | = | RM 30,184.80 |
| Abroad: | | | |
| Switzerland | 552.0 kg | = | RM 1,080.25 |
| | 17,386.0 kg | = | RM 31,265.55 |

CERTIFICATE OF TRANSLATION

I, EMIL ROSENBERG, ETO. NO. 20076, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. NI 15051.

EMIL ROSENBERG
ETO. NO. 20076

Case 6
sp. 21/12
26

TRANSLATION OF DOCUMENT NO. HI-15055
OFFICE OF CHIEF OF COUNSEL FOR NAT. CRIMES

Eth # 4108

To the Management of the Firm
Degesch G.m.b.H.
FRANKFURT/Main.

Dir. Secr. 3

15 October 1935

Aufsichtsrat meeting / reports.

In the last Aufsichtsrat meeting a report about the fumigation of the steamers "Europa" and "Bremen" was read by Dr. Peters. Consul-General Mann has instructed us to ask you to be kind enough to let us have a copy of this report for our information.

We should also be grateful to you if you could send us a copy of the T-Gas report which was also read.

With German Salute

(Stamp)

"B A Y E R"

Management Secretariat "B"

(Signature): Schmitz

TRANSLATION CERTIFICATE

I, Dorothea L. Galewski, LTD No. 34079, hereby certify that the above is a true and correct translation of Document No. HI-15055 and that I am thoroughly conversant with the English and the German languages.

DOROTHEA L. GALEWSKI
LTD NO. 34079

E N D

copy
sent
2/10/49

TRANSLATION OF DOCUMENT No. NT-15060
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

Extract from a statistical survey
drawn up by the Special Department F,
IG Farben, Leverkusen:

DEGESCH, Frankfurt/Main

Profit & Loss Account (Profit and Loss carried forward from previous year not
taken into account).

| | 1938 | 1939 | 1940 | 1941 | 1942 | 1943 |
|--|------------|------------|------------|------------|-------------|-------------|
| Receipts: | | | | | | |
| Group I Zyklon Account | 256,635,65 | 336,625,32 | 447,924,75 | 506,028,94 | 506,335,60 | 532,683,36 |
| Chambers Account | --- | --- | 19,809,12 | 17,924,04 | 26,085,54 | 46,143,33 |
| Sodium Cyanide Account | --- | --- | --- | --- | 64,35 | 144,98 |
| Miscellaneous (continued expenses) | --- | --- | --- | --- | 13,345,50 | 18,560,12 |
| Group II T-Gas Account | 80,602,72 | 88,930,22 | 87,750,81 | 57,100,90 | 75,301,24 | 25,162,41 |
| Tritox Account | --- | --- | 15,561,86 | 48,268,87 | 57,937,16 | 52,282,88 |
| Ventox Account | --- | --- | --- | 31,746,90 | 118,239,15 | 37,733,59 |
| Degesch-Service | --- | --- | --- | 4,503,11 | 28,757,72 | 52,393,17 |
| Miscellaneous | --- | --- | --- | --- | 13,608,61 | 14,532,49 |
| Areginal | --- | --- | --- | --- | --- | 8,457,99 |
| Group III Cortox Account | 294,125,36 | 336,504,46 | 143,543,77 | 55,164,20 | 69,165,71 | 36,167,40 |
| Miscellaneous | --- | --- | --- | --- | 172,54 | --- |
| Group IV Calcium Cyanide Account | 159,836,68 | 53,269,64 | 16,958,03 | 50,640,08 | 56,033,01 | 33,586,88 |
| Cyano-gas Account | --- | --- | --- | 768,66 | 668,55 | 520,55 |
| Miscellaneous | --- | --- | --- | --- | 293,18 | 108,99 |
| Group V Miscellaneous | --- | --- | --- | --- | 564,65 | -19 |
| Interest & other capital proceeds/receipts from rents | --- | --- | --- | 4,630,88 | 618,06 | 29,757,52 |
| Extraordinary receipts | --- | --- | 2,555,47 | 23,770,80 | 215,770,80 | 42,775,58 |
| Income from participation | 73,658,46 | 107,129,83 | 105,290,65 | 104,066,35 | 113,024,06 | 102,024,06 |
| | 862,150,87 | 869,577,48 | 766,394,55 | 764,228,44 | 1295,976,14 | 1023,190,87 |

EX# 2109

Extraordinary receipts
Income from participation

| | | | | | |
|------------|------------|------------|------------|-------------|-------------|
| 73,658,46 | 107,129,83 | 105,290,65 | 104,066,35 | 113,024,06 | 102,024,06 |
| 862,150,87 | 869,577,48 | 766,394,55 | 764,228,44 | 1295,976,14 | 1023,190,87 |

21

TRANSLATION OF DOCUMENT No. NI-15060
CONT'D -----

Certificate

I certify that the above is a true and correct excerpt from the document
DEGESCH, Frankfurt/Main, Gewinn- u. Verlustrechnung, the original of
which is in the German language.

31 March 1947

A. E. ELIAS
AOO A 165513

Certificate of Translation

I, DOROTHEA L. GALEWSKI, ETO # 34079, hereby certify that I am
thoroughly conversant with the English and German languages; and
that the above is a true and correct translation of Document No.
NI-15060.

DOROTHEA L. GALEWSKI
ETO # 34079

1
Case 6
sep 26

Exh. # 2110

TRANSLATION OF DOCUMENT No. XI-15068
OFFICE OF CHIEF OF COUNSEL FOR WAR
CRIMES

Excerpts from the Records
of the

Public Prosecution

Frankfurt a/M

in the affair

PETERS and OTHERS

4u Js 3/48

In charge: Herr StA. Erbe

Page 1:

Frankfurt a/Main
9 March 1948

da Ja 3/48

Present:

St.A. Erbe

The accused

Dr. Gerhard PETERS

Employee Wnack

is brought forward & declares:

Personal details: Dr. Gerhard Friedrich Peters, born 16 March 1900 in Brussels, of German nationality, Father: Gustav PETERS, secondary school teacher, now in business; Mother: Auguste, nee Mueffelmenn, married Helwig, nee Achenbach, 1 son, aged 21, residing Friedberg, Hore Kreisstrasse 3. Profession: chemist, no criminal record, case has not yet come up in the People's Court, member of the Party since 1937, no office, SA from November 1933, Rottenfuhrer, SS Altherrenschaffsfuhrer.

Page 9:

G. (Gerstein) was chiefly interested in the fact that unadulterated prussic acid was to be used without any additions & asked in particular for a description of the apparatus it was planned to use for the production of ampules. He asked about the stability and then about the experiences made by the Degesch with prussic acid without irritant. This was the first connection in which he corrected my opinion and explained his secret affair as follows:

As the orders of the Reichsfuhrer SS (and indirectly of the Fuhrer) death by gassing had been given for some time now at executions. Whereas other poison gases had not proved good, prussic acid had been kept. Unfortunately, as the leading specialist for disinfection and as the administrator of the Zyklon stocks of the SS he had been put in charge of the carrying out of supervision of these executions. He had got the impression that the usual commercial Zyklon which had been used hitherto caused unnecessary suffering because it contained an irritant. He emphasized how much this suffering hurt him and how much he tried in consequence to render this already rapid form of death more humane. He said I could probably help him here by procuring unadulterated liquid prussic acid.

When I said that this was beyond the possibilities of production and the experiences of the Degesch and had explained the difficulties involved in packaging liquid prussic acid, he asked for deliveries of Zyklon without irritant. When I objected that I could not attach any great importance to the omission of irritant in view of the rapidity with which death occurred from prussic acid, he rejected this on the grounds of his own observations which I could not judge.

My secret disinclination to follow his train of thought had obviously struck G. (Gerstein) and led him to make the pointed remark that I should not bring myself under suspicion by "sabotaging" the purposes of the supreme SS leadership. At the same time he tried to make it easier for me to agree to the affair and endeavored to relieve my mind and conscience by stating that it was criminals above all who were given these executions, and only in special cases persons who were physically or mentally incurable, and that these

cases could be explained from a human point of view in every way. Apart from this, neither he nor I could do anything to change the execution so that it was all the more our duty to ease the procedure at least.

(page 3 of original)

Page 10:

This led us to talk about the frequency of the cases and the amount of poison required. G. (Gerstein) said that he would only require "a few cans" per month, but that there must not be the slightest risk of spoilage (polymerisation) or decrease in effectiveness due to other reasons (leakage), which is why he only wanted to use fresh material. Therefore the shipments would have to be made every month, and he would notify me every time of his requirements. Since I wanted to avoid a continuous connection with this matter, and as I considered that such a procedure would also be detrimental in the interests of maintaining secrecy, I recommended that it would be better for him to put up with a certain surplus right from the start, as this could always be used for disinfection purposes, and to arrange for the same quantity for the monthly shipments once and for all. This gave rise to another long discussion about the durability and applicability of Zyklon without irritant content and about the guarantee of durability which Degesch was to give. I said that we could guarantee that it would keep for 6 months, which was the length of time customarily given at the time. Thereupon G. (Gerstein) increased his demands to "several 100 kg per month", because in this way he was able to ensure a reserve for the control of typhus and other disinfection requirements at the same time.

Then I had to refer to Degesch's contractual obligations to its main agencies, according to which all shipments of Zyklon intended for disinfection could only be distributed through the main agency concerned. G. (Gerstein) put this objection aside very brusquely, saying that he did not wish either Dr. Tesch or Dr. Heerdt to be drawn into the matter. The Degesch would receive a compulsory order for direct delivery from him with a classification of "Top Secret", and this "force majeure" would force Degesch to by-pass the main agencies. Degesch would be able to refer to this fact at any time, although the question would probably never arise because no mention of it would be allowed to leak out. G. (Gerstein) was obviously also pleased to be able to eliminate the restrictions of the control of the Main Medical Depot by just this direct approach and to create a reserve for the departments under his own jurisdiction. I myself, he said, would be covered against the accusation of a break of contract at all times, since after all I was forced to carry out an order which emanated from the top SS command and which in addition was classified "Top Secret".

When in conclusion he emphasized that in this matter he "only wanted to deal with me", I had to draw his attention to the impracticability

Page 11:

of this demand, as the office and plant would have to be called on with regard to the commercial processing, shipment, payment etc. We agreed that I should tell the others who were to be concerned the same version of the matter as I had myself first mistakenly assumed, "use for purposes similar to those of the secret Wehrmacht orders". In this way I was then able to refer G. (Gerstein) to the Degesch office, to my deputy Herrn Kaufmann, whom I was going to prepare accordingly, with regard to his dispatch notes and figures.

Page 12

.....

I consider that the assumption of the British Officers who interrogated me in December 1945, that the entire amount of Zyklon delivered to Auschwitz was only used to gas human beings, is exaggerated.

Read, approved and signed personally:

(signature) Dr. Gerhard Peters.

(signature)

Erb.

(page 4 of original)

CERTIFICATE

I, YVONNE A. SCHWAB, ETO No. 20108, herewith certify that the above is a true and correct copy of excerpts from "Files of the Prosecution Frankfurt/Main. in re Peters and others".

Yvonne A. SCHWAB,
ETO #20108.

Munich 1 April 1946

CERTIFICATE OF TRANSLATION

I, Dorothea L. GALEWSKI, ETO #34079, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. NL-15068.

Dorothea L. GALEWSKI,
ETO #34079.

Base 6
app index
57

Exh. # 2111

TRANSLATION OF EXCERPTS FROM DOCUMENT No. NI-5084
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

Memorandum
of the 22nd meeting of the Commercial Committee
on 12 May 1939 in Berlin NW 7.

The following gentlemen were present:

| | |
|-----------------|----------|
| von SCHMITZLER, | Chairman |
| FISCHER, | |
| HAZFLIGER, | |
| KHUEGER, | |
| LAHN, | |
| MEILLER, | |
| OSTER, | |
| OTT, | |
| WATHEL, | |
| WEBER-JENSEN, | |
| FRANK-PAHL, | Recorder |

also part of the time:

von der MEYER,
ROSENHAGEN.

1) Business Report 1938.

The new draft is discussed.

2) Conclusion of contracts with commercial employees.

The matter is argued further, and the "second order for carrying out the decree for the ensuring of man power for tasks of special importance for state policy" of 10 March 1939 is discussed.

3) Lecturing abroad.

For members of the I.G. giving lectures abroad, the Information Center (Nachrichtenstelle) Berlin NW 7 is at their disposal in regard to publicity preparations.

(page 2 of original)

4) Coding.

The establishment of a central code-system is welcomed, but it is, however, agreed that this system can be used as a supplement to the arrangements already made by the individual Sparten.

TRANSLATION OF EXCERPTS FROM DOCUMENT No. NI-1084
CONTINUED

(page 2 of original, cont'd)

5) M.-Question

is discussed. In addition it is suggested that there should be a meeting as soon as possible in Frankfurt/M. of the gentlemen within the I.G. and those of the concern companies, who have been assigned to deal with this question.

6) Employment of foreigners by the I.G.

There is agreement that in principle no foreigners shall be employed at the control agencies. So far as such foreigners are concerned who are to be trained in the use of our products, each case will be decided on its merits as to whether employment is possible. (See point II of Commercial Committee Memorandum of 10 December 1937.)

.....
(page 3 of original)

Berlin, 19 May 1939.
FF/Ed. 22/39.

Signed: von Schmitzer

Signed: Frank-Fabio

CERTIFICATE OF TRANSLATION

25 June 1947

I, Anna MARTIN, No. 20144, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Excerpts from document No. NI-1084.

Anna MARTIN
No. 20144

hand
sup 40

Ex # 2112

EXEMPT FROM
TRANSLATION OF DOCUMENT NO. 81-13564
OFFICE OF CHIEF OF COUNSEL FOR WAR
CRIMES

Stickstoff-Direktion
(Nitrogen Management)

I.G. Farbenindustrie Aktiengesellschaft
Internal Office V
Attention: of Dr. Ritter

Initial 31 March 1938
D1

Berlin N.W. 7
Unter den Linden 78

(Initial)

Projects office Dr. Schl. 14 January 1938/0.
Re: Nitrogen project of the Untere Isar-A.G.

Today we refer to your letter of 3rd of this month concerning the above-mentioned matter and enclosed we send you our point of view concerning this project in the 4 copies requested, such as it is definite for the Reich Ministry of Economics.

As concerns the statement on the nitrogen capacities existing in Germany, and in consideration of the CIA-estimate on which the distribution of quotas is based, we have avoided to attach to our point of view, sent to Dr. Oster in our letter of 7th of this month with enclosure showing the comparison of the CIA-capacities with the present capacity of the German plants, to enclose even a statement of the latter. In our opinion the figures given in this comparison were only to be mentioned verbally, for instance at the occasion of a discussion of the present problem.

We beg you to keep us informed on the further progress in this matter.

I.G. FARBEINDUSTRIE AKTIENGESELLSCHAFT
(Handwritten) Signed: FARENBORST Signed: ppe WINKLER

Copies to:
Oberst Thomas (handwritten) enclosure only
Dr. Oster
Dr. Krauch
Dr. Fahrenborst
Dr. Goldberg
Projects Office.

(Page 3 of original)

Ludwigshafen/Rhein, 14 January 1938
Re: Establishing a nitrogen plant on the Lower Isar

The Untere Isar-A.G. renewed her proposal, to utilize to a larger extent the hydraulic powers of the Lower Isar, and to utilize the energies thus won in a newly to be erected factory for the production of nitrogen. This proposal is mainly being based on reasons of military economy policies.

(Page 4 of original)

Therefore, such a plant could only be meant to be an alert-plant and as a matter of fact, the firm interested in the construction of the new nitrogen - installation especially stresses the military-economy policies importance of an installation at the lower Isar. Th

EXCERPTS FROM
TRANSLATION OF DOCUMENT NO. XI-13564
Cont'd

point of view had no or only a very subordinate importance in the deliberations made ten years ago. The result of the examination of this problem is that the capacity of the actually existing nitrogen producing installations in Germany is around 1.5 millions ton N per annum and that also according to the most careful estimate it is possible to count on a capacity of 990,000 tons N per annum which is available at any time, and which - not counting the gas works - is the production of 15 plants.

(Page 5 of original)

The normal agricultural requirements of nitrogen are approximately 450,000 ton per annum, that of the industry, viz. for technical purposes, 45,000 tons, altogether approximately 495,000 tons per annum. Therefore, in case of war further 495,000 tons N per annum would be available for the increased requirements of the munitions industry which are to be expected. For Germany and her Allies these increased requirements amounted to an estimated 70,000 - 90,000 tons N each, during the last two years of the war in 1917 and 1918. Even if one counts on an increase of these requirements to 100,000 tons N per annum, then five times the necessary quantity would be available yet; even if Oppau and some of the more endangered plants would have to stop production through enemy action, the remaining capacity would be more than sufficient for war requirements.

(Page 7 of original)

I.G.FARBENINDUSTRIE AKTIENGESELLSCHAFT

(Handwritten) Signed FARBENRICHT Signed ppa
WIVELER

CERTIFICATE OF TRANSLATION

I, BERT ROSENBERG, ETO NO. 20076, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Excerpts from Document No. XI-135

BERT ROSENBERG
ETO NO. 20076

END

change to
ref 20

Exh. # 2113

TRANSLATION OF DOCUMENT NO. HL-4966
OFFICE OF CHIEF OF COUNSEL FOR WAR
CRIMES

I.G. FARBEINDUSTRIE AKTIENGESELLSCHAFT, FRANKFURT (MAIN) 20

Grünburgplatz

Herr Dir. Dr. BUEHNIG, Bitterfeld
Herr Direktor v. HEIDEN, in Ha (Suhl)
Herr Direktor Dr. KESCHER, Leverkusen
Herr Dr. WINDLACKER, Hoechst

Legal Department Chemistry. 2156
15 September 1941

Soda- und Aetzalkalien-Act Gesellschaft m.b.H. (Soda and Caustic Alkali
Co.)

As regards the foundation of the above company, we make the following
comment from a legal point of view:

The Soda- und Aetzalkalien-Act G.m.b.H. is one of a series of companies
which are being founded on the Reich Ministry of Economics' request as a
means of assisting the Reich with their advice in putting into operation
the chemical factories located in the occupied Eastern territories.
Within the next few days the "Chemie-Act G.m.b.H." will be founded, whose
purpose is the general control of and care for chemistry. Presumably Dr.
Willibald FASSGÄNDE who formerly worked for us in Paris is to be appointed
as business manager of this general "Chemie-Act G.m.b.H.". We enclose a
copy of a letter of the Economics Group Chemical Industry relative to the
foundation of this general company and for further information refer to
correspondence pertaining to this foundation which may be studied at the
Ludwigshafen Legal Department.

During discussions which our leading officials repeatedly had with Minis-
terial Dirigent Dr. MÜLLER, the Ministry took the position that to put
into operation and direct the chemical factories in the occupied Eastern
territories is a matter for the Reich, and that only the question as yet
to be decided is whether the factories will come under military or
civilian administration. The chemists who, one might say were detailed
for the management are subordinate and responsible only to the State
Administration. The newly founded German companies are to act in a merely
advisory capacity and to assume ultimate responsibility in matters of
correspondence (Verkehrsfähigkeit sein) pertaining to negotiations between the
State-controlled plants and the German interested parties. It is for this
reason, too, that the wording of "Purpose of the Company", in paragraph 2
of the model statute (Musterstatute) of the general "Chemie-Act G.m.b.H."
is identical with that for the Soda- und Aetzalkalien-Act G.m.b.H.. The
Inorganic Department Ludwigshafen rightly points out in its letter that
as the company is to be limited to purely advisory functions, a simpler
way could also have been chosen. We share this view; however, the Ministry
decided that the form be that of a Gesellschaft mit beschränkter Haftung
(company with limited liability).

Of course, it is possible that this advisory function may later develop
into business management, be that on behalf of the Reich or of the German
company; however, as stated before, at present the Ministry has different
ideas on this matter.

Therefore, from a legal point of view we have no criticism to make
concerning the form of the statutes, so much the more as the matter was

discussed in detail when the model statute of the general "Chemie-Ost G.m.b.H." was discussed. This being the position, we think it unnecessary to fix as company capital an amount much higher than the minimum capital of a G.m.b.H., and we suggest, therefore, to propose the same capital as for the general "Chemie-Ost G.m.b.H.", namely RM 20,000.—.

As regards quota shares, they are not of decisive importance in view of the above described purpose of the company, and, really, any investment will suffice for safeguarding our interests. However, it is expedient, in view of the company's future development, to fix for ourselves a quota high enough to commensurate with our claims at a later date relative to possible participation.

It would seem to us, however, that the reference about our contributing our technical experiences is of importance. This matter, too, was already discussed on the occasion of the foundation of the general "Chemie-Ost G.m.b.H.". Dr. OSTER in particular called Dr. MULERT's attention to the experiences made when putting Charnow into operation, stating that to this day we have not yet received any remuneration for our contributions incidental to the putting into operation and expanding of production. Dr. MULERT's reply to Dr. OSTER was that we in our turn also profitted from experiences of the State factory or of the Betriebsführer supplied by an outside factory and that these experiences as a reverse process also are flowing our way free of charge. Dr. OSTER countered that in most cases we probably are the ones who are giving rather than to receive and Dr. MULERT promised thereupon that the question of contribution of technical experiences was to be further established through correspondence. So far this has not been done.

We believe that we should not combine the question of the direct or indirect exchange of experiences with the foundation of the company as such, all the more so as the Ministry knows our point of view on this matter. However, clarification becomes necessary at the latest when we provide a works manager, thus indirectly also placing our experiences and processes at the disposal of the State factory and the other company partners.

I.G. FARBENINDUSTRIE AKTIENGESELLSCHAFT
Legal Department Chemicals
Signed. STEIN

Enclosure
Dr. St/Ba.

Copy to Director WERER-ANDREAS, Huelo
" " " Dr. AMEROS, Lu (Ludwigshafen)
" " " Dr. WUESTER, Lu (Ludwigshafen)
" " " HAEPLIGER, Berlin

Carbon Copy

CERTIFICATE OF TRANSLATION

I, HERTHA C. KNUTH, AGO NO. L-046355, Hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document No. NL-4966.

HERTHA C. KNUTH
U.S. Civilian
AGO NO. L-046355

END

Serial 4
215, 216
86

Ex. 4 2114

TRANSLATION OF DOCUMENT NO. NI-5536
OFFICE OF CHIEF OF COUNSEL FOR WAR
CRIMES

EXHIBIT

I, Dr. Heinrich Oster, after having first been warned that I will be liable for punishment for making a false statement, state herewith under oath, of my own free will and without coercion, the following:

On the subject of the Eastern Companies I can only state the following: In accordance with the field in which I specialize, I was mainly concerned with the Stickstoff-Ost G.m.b.H.

(Nitrogen-East plants), where I also functioned as one of the managers. I never had my heart in the matter, as I found it unpleasant that we had to deal with conquered nitrogen plants at all. It was our task to "act as trustees" for plants in Russia. If I remember correctly, this phrase was either expressly used in the articles of incorporation of the Stickstoff G.m.b.H. or in a covering letter from the Reich Ministry of Economics. We, however, took so little interest in our work that the Government accused us later on of a certain amount of inefficiency.

Circulars dealing with the Eastern policy in regard to may have been sent to me. I do not specifically recall any circular by Mr. de Mease dated the end of December 1941 and mentioning a general directive to the effect that the Russian industrial towns in the South were to be ruthlessly dismantled and machinery which could be utilized for industry sent to Germany. It is, however, quite possible that such a directive had been issued by the Reich Ministry of Economics, Ministerial Director Schlottterer of the Reich Ministry of Economics, who reportedly held conferences in the Reich Ministry of Economics which were attended by representatives of the Eastern Companies, was in favor of these measures. I personally found them repugnant.

Of the various Russian nitrogen plants, I recall the Kamskojsk plant in particular. When the deal was concluded,

we had expressly told Oberregierungsrat Dr. Hoffman that we refused to be charged with the administration of this plant or other plants. He reassured us by expressly promising that we would only have to see that the wishes of the actual management of the plant were carried out with regard to our own assignments.

(page 2 of original)

Our own assignments, i.e. the assignments of Stickstoff Ost, G.M.B.H., only consisted in seeing to it indirectly that the factories were set in motion. Not one member of the Vorstand of the nitrogen syndicate ever inspected the Kamenakovo plant.

I have carefully read each of the two copies of this declaration and have signed them personally. I have made the necessary corrections in my own handwriting and initialed them and I declare herewith under oath that I have given the pure truth to the best of my knowledge and conscience.

(Signed) Dr. Heinrich Oster

Sworn to and signed before me this 11th day of April 1947 at Palace of Justice, Wuppertal, Germany, by Dr. Heinrich Oster, known to me to be the person making the above affidavit.

Werner Lewald
(signed) Mr. Randolph H. Newman

CERTIFICATE OF TRANSLATION

I, MONA A.M. MACLEOD, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document No. NI-6536.

MONA A.M. MACLEOD
MEF 38347
U.S. War Department

here to
new print
8/8

Exh. # 2115

TRANSLATION OF DOCUMENT NO. XI - 676
OFFICE OF U.S. CHIEF OF COUNSEL
FOR WAR CRIMES.

DR. H. OSTER

BERLIN NW 7, 4 July 1948
Kornstr. Kirchstr. 9
Telephone: Local , 130024
Loc. Long Distance: 137251

(Initials):
von Schnitzler.

Dr. v. Schnitzler,
Frankfurt a/Main
Grüneburgplatz.

Dear Herr v. Schnitzler :

Unfortunately, I must ask you to kindly
excuse me at the Commercial Committee meeting. As you probably
will have heard, approximately 60,000 tons of nitrogen shall
be brought in to Germany from the occupied Western territories.
All this week, ^{we} have been conferring daily with the competent
authorities concerning the carrying through of this trans-
action, so that, at the moment, it is quite impossible for me
to leave Berlin.

May I wish you a satisfactory result of the
meeting.

With kind regards and Best Wishes

Sincerely yours,

(signed): O s t e r .

CERTIFICATE OF TRANSLATION.

I, ELVIRA RAPHAEL, AOB B 397972, hereby certify that I am
thoroughly conversant with the English and German languages
and that the above is a true and correct translation of
Document No. XI - 676.

6 April 1948

ELVIRA RAPHAEL
B 397972.

(E N D)

Cost 6
rep 1/2

TRANSLATION OF DOCUMENT No 51 - 11635
Office of Chief of Counsel for War Crimes

EXH #2116

Labor Office Amsterdam

Amsterdam 17 July 1944

Govern. Office

00502

Police Assignment Nr.

The Dutch national J-m Fred. MCGILLIS, born 12 October 1923

residing in: Amsterdam Street: Nieuwe Dijkstraat 1
is to be arrested immediately
on account of :

breach of employment contract.

His last employment was with the firm I.G. Carbon-
industrie in Ludwigsdijk on the mine.

He has been absent from work for a considerable period.

His present residence cannot be established.

I request to search for him and return him to the Reich.

(signature): MCGILLIS

To the
Control Service of Labor Allocation

Amsterdam

Page 2 of original

1. Original

Amsterdam 1944

to the Labor Office Amsterdam

Return Office

return.

The Dutch national mentioned below

was arrested on and

has been found to be ill and cannot travel.

has disappeared. His present place of residence

cannot be established.

was not arrested because he submitted a release

certificate.

According to the statement of his family now left on

for

2. To be registered statistically

3. To the files

4. 10561

Page 382

Signature of the Police official

CONFISCATION OF DOCUMENT No NI - 11635
continued

Page 3 of original

Directorate - General for
Special Administration of Law
Dept. Economic Coordination,
official notice concerning
confiscation of - document
concerning labor service.

Confiscation notice.

On 1 October 1947, I, Lolkje J.C. MEYLINE, chief
of the Dept. Economic Coordination of the Direc-
torate General for Special Administration of Law,
confiscated, from the hands of Court Landria van
WYMBURGEM, chief of the De Drecht office of the
Political Investigation Dept., section collaboration,
District Rotterdam,

a Polizei-Befehl No. 00502 of 17 July 1944 of
the Arbeitsamt Amsterdam - Deutsche Dienststelle,
to the Arbeitsinsatzkontrolldienst Amsterdam,
concerning MCHILISA, Jan Fred.,
born 12. October 1923.

Official notice has been established under
oath at the Hague, 1 October 1947.

The Police Officer, (signed) MEYLINE.

Seite 3 des Originals, Fortsetzung.

Generaldirektion fuer
besondere Rechtspflege.
Afd. Wirtschaftsgleichrichting.
Inzakeunde bez.
Beschlagnahme eines
Dokumente b.z. Arbeidsinerte.

Beschlagnahme - Urkunde.

Am 1. Oktober 1947 habe ich, Leikje J.C. MEYLIJN, Chef
der Abteilung Wirtschaftsgleichrichting bei der General-
direktion fuer besondere Rechtspflege, aus dem Namen des
Geert Hendrik van KINSBURGH, Chef des Amtes Dordrecht
der politischen Polizei, Afd. Zusammenarbeit mit den Feinden,
Distrikt Rotterdam, beschlagnahmt:

Ein Polizei-auftrag No. 00502 vom 17. Juli 1944 des
Arbeitsinertes Amsterdam an den Arbeitsinertskontroll-
dienst Amsterdam, bez. MEYLIJN, Jan Fred.,
geb. 12. Oktober 1923.

Urkundlich dessen, auf Intecid, unterzeichnet
im Haag, am 1. Oktober 1947.

Der Polizeibeamte,

(gez.) MEYLIJN.

TRANSLATION OF DOCUMENT No NI - 11635
continued

CERTIFICATE OF TRANSLATION

17 October 1947

I, S.A. Hamburger, LTO No. 20062, hereby certify that I am a duly appointed translator for the German and English languages and that the above is a true and correct translation of the document No. NI - 11635.

S.A. Hamburger

LTO No. 20062.

- 4a -

" END "

Case #6
Sep 1942
8/6

EX #2117

TRANSLATION OF DOCUMENT No. NI-6311
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

Meeting of the Directorate at Ludwigshafen a.Rh.
on Tuesday 1st September, 1942.

10/42

Persons present: BAUMANN, EYMANN, GOLDBERG, HAGEN, HEUVERT, HOFFMANN,
HOLDERMANN, KESSELER, KRISGER, LAPPE, LING, MAIR,
MUELLER-GUNRADI, PFANNKUELLER, REFFE, STROEBELE,
WURSTER.

Excused: AMEROS, BRENDL, BUELOW, v. KNIGER, PFLAUMER, PIER,
REISS A., REISS K.

A thorough investigation of the labor situation for our production and construction projects, conducted for several months by an officer of the Wiesbaden Office for Armament Inspection, demonstrated at all points the accuracy of our assessment of manpower requirements, the importance of our production for the war effort, and the necessity for additional labor allocation. The Armament Inspector will report to General THOMAS accordingly.

WURSTER pointed out that the distribution of labor had not been invariably 100% efficient. Departments which had continuously been operating without working overtime, would in future lend men to other departments by way of compensation. Department Chiefs would point out tactfully, particularly to employees in responsible positions that it was their plain duty to set an example to the men.

Voluntary work on the part of employees in connection with transport has produced uniformly excellent results. In this connection approximately 200 railroad cars were being loaded or unloaded every Sunday apart from other transportation work in the plant. Attention was again drawn to the fact that workers working less than 54 hours a week on their jobs, were liable to be detailed for transportation work on Sundays. Absenteeism from Sunday transportation work was liable to punishment by fines or forfeiture of yearly bonus.

Plant P.D. (Passive Air Defence) personnel (especially fire watchers) as well as the special works guards were being increased considerably through additional allocation of employees. Returns were being made of the number of employees working in their spare time, for organization connected, directly or indirectly, with the war effort. Any employees who were not members of such an organization, would be called upon for additional duty in the plant.

Reports were made on administrative measures for Eastern workers. Herr SCHAEFER of the buying department, who spoke Russian fluently, was being employed in this connection in his spare time.

The Gestapo had threatened to withdraw our Eastern workers on account of the escape of 26 men from the camp; we had pointed out difficulties of fencing off new building sites and the uncompromising attitude of

2 illegible signatures

(page 2 of original)

the Army Recruiting Agencies to applications for reservation of work police men and had asked for provision by the police of guards. The various works were admonished nevertheless to pay special attention to guard duties.

Until further notice the Reich trustee (Reichstreuhsender) had approved the proposal submitted by the management in the interests of a simplification of business procedure and efficiency, whereby department chiefs, section heads (Gruppenfuhrer) etc. are authorized to impose fines without previously consulting the Betriebsfuhrer and foreman (Betriebsobmann). The personnel department was to be notified in each individual case in order to ensure uniformity in the application of this regulation. This regulation does not apply to instant dismissals and fines exceeding a certain limit.

In view of the importance of suggestions from employees, a small committee was attached, in both the Lu and Op plants, to Oberingenieur HOFFMANN, who had been put in charge of suggestions. The Lu committee to consist of security engineer STEINHART, Dr. FURZBACH and master craftsman RATTID, the Op committee of security engineer DANIEL, Dr. THOM and Arbeitsschutzwalter (Plant safety officer) GUENTHER.

Dr. HUBBACH of the Patent Department was appointed Inventors' Protection Officer (Erfinderbetreuer). He would be appointed by the Betriebsfuhrer with effect from 1st of September 1942. The N.S. League of German Technicians (NSBDT) and the German Labor Front (DAF) had been informed and had approved the appointment.

Pending future decisions on the subject of War Memorials, an album was being prepared containing photographs of fellow workers killed in action. In practically all cases it had been possible to obtain photographs from relatives.

The method of making deductions for winter aid (Winterhilfswerk) and the changes which had been effected since last year, were announced.

To ensure compliance with the relevant provisions of the ordinance to prohibit increases of wages and salaries, departments should not in the course of negotiations for employment, promise any definite salaries, unless Personnel Department had been consulted as to the maximum salary admissible. A circular had been issued, containing more detailed directives with reference to the procedure to be followed in the case of technicians and college graduates.

MUELLER-CUNRADI and KRIEGER commented on the number of passengers travelling by works train from Ludwigshafen to Gopau and back. The number of passengers at various times of the day should be checked for a short time, and alterations should be effected accordingly.

(page 2 of original, cont'd)

KRIEGER, LAPPE and MUELLER-CUNRADI spoke about the use of wood gas driven vehicles (Generatorfahrzeuge) within the works. WURSTER outlined a traffic plan, indicating the areas not to be served by such vehicles in order to avoid danger of fire. He stressed the necessity in the interests of liquid fuel saving, of making the greatest possible use of these vehicles.

With reference to the acetylene explosion

(page 3 of original)

At Huelo, REPPE, LAPPE and MUELLER-CUNRADI discussed the potential dangers in this field of production.

The number of plant bicycles (about 3,000) cannot be materially increased owing to lack of supplies. It was decided to withdraw a number of low priority allocations in order to obtain bicycles for new plants. The private use of these bicycles, which had often been noticed on inspections, is prohibited on principle, even in cases where their use outside the works area had been permitted, and would be severely punished in future.

In addition to the normal quantity of scrap, amounting to 1,500 tons, the salvage campaign for iron had produced 3,500 tons extra during the month of July. An additional allocation of labor was required to break down and transport machinery to be scrapped. The commanding officer of the Anti Air Craft Battery had promised to provide men from his unit. HOFFMANN and KRIEGER would arrange further details.

Negotiations were still pending to secure remission of a penalty, amounting to an additional RM. 700,000,— approx. Salt Tax, imposed for alleged misuse. The plants were admonished to enforce compliance with regulations for the numerous "subsidiary salt dumps" ("Unter-Salzlager") in future.

PF. MUELLER's suggestion to store additional quantities of rock salt was approved.

WURSTER reported on the visit of Dr. ECKELL, Dr. WIRTH and Dr. STEPHAN of the Reichs-Office for Economic Development (RWA), and on the result of the discussions with the gentlemen.

WURSTER reported on the results of his last trip to Norway and on his discussions and inspections there.

MUELLER-CUNRADI reported on the negotiations with Saargruben A.G. and Formgas Gesellschaft Saar mbH., together with Dr. AMEROS and Dr. ECKELL, on the utilization of unused quantities of ethylene on the Saar, and its possibilities for Lu/Op.

TRANSLATION OF DOCUMENT No. NI-6311
CONTINUED

(page 3 of original, cont'd)

On the 5th of September gentlemen of Friedrich Krupp A.G. would call on us with Professor HUBENHOFER to discuss various problems.

Referring to 4 actual instances by way of illustration, BAUMANN, PF. SCHMIDT and WURSTER discussed the problem of surrendering the results of technological research to other concerns at the instigation or through the medium of the Reich authorities. As a rule endeavors should be made to forestall talk of compulsory surrender by private agreements. This had been accomplished in the instances mentioned above.

KRIEGER reported on the coal situation. The project for the expansion of our coal and coke storage facilities in Op had not yet been approved by the Reich Office for Economic Development (R.E.D.). At least a partial solution of the problem was absolutely necessary to secure the building up of the necessary stocks. It was decided to submit another application.

WURSTER drew attention to the instructional lectures to be organized by the D.F. for the winter months 1942-1943

(page 4 of original)

in accordance with the circular of the 27th of August, 1942.

WURSTER announced that owing to changes of personnel in Lorraine a new temporary Lord Mayor and Kreisleiter for Ludwigshafen had been appointed.

The negotiations with Oberingenieur E. MEISTER from the Reichsministerium for Economic Affairs and Dr. WOLF of the Reich Institute for Vocational Training and Plant Management, on the subject of the duration of training courses for laboratory technicians, produced satisfactory results, the length of time proposed by us, namely 3½ years, having been accepted.

WURSTER reported on negotiations with the RS League of German technicians (WSBDT) and the other chemical plants in Lu on the question of a techno-chemical training course. The original idea of training semi-skilled chemists had been abandoned. It was now proposed to train chemical technicians, with special emphasis on knowledge of chemical techniques (Verfahrenstechnik), who would work only under the supervision of an academically trained chemist, and not on their own. It was intended to organize these courses under the auspices of the local vocational training programs which they would supplement. Eligibility for these courses was limited to men who had distinguished themselves during their apprenticeship as well as their technical training and in the examination for laboratory technicians. Very few would therefore qualify for these courses.

TRANSLATION OF DOCUMENT No. NI-6311
CONTINUED

(page 4 of original, cont'd)

It was considered worth while to keep up to date the Works History, which they had, for obvious reasons, been unable to publish on the occasion of 75th anniversary of the factory. The various departments were requested to submit contributions regularly, possibly with the assistance of ex-employees.

STROGHELL reported on the food and fertilizer position.

Discussion on any other business.

Signed: TURSTER

CERTIFICATE OF TRANSLATION

11 June 1947

I, Leonard LAWRENCE, No. 20138, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the document No. NI-6311.

Leonard LAWRENCE
No. 20138

Case 6
up. Dist. 1

2118

TRANSLATION OF DOCUMENT No. NL-14031
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

C O P Y

(Trans. Note: Handwritten note:
finished U.S.)

Labor Office: Ludwigshafen/Rhine
Regional Labor Office: South Western Germany
Holland-Saackel project

Order No. 2640

APPLICATION FOR THE ASSIGNMENT OF INDUSTRIAL STAFF

1. The firm: IG Farbenindustrie AG Ludwigshafen
Place of work: Ludwigshafen Railroad Station Ludwigshafen

is herewith applying for procurement of the following staff:

2. Number and type:

- | | | |
|-------|-----------------------------------|---------------------------|
| a) | 294 Metal workers, consisting of: | 94 electricians |
| b) | 2 group leaders for the camp | 80 pipe fitters |
| c) | (Kameradschaftsfuehrer) | 50 fitters |
| d) | 7 doctors | |
| e) | 2 dentists | 30 construction mechanics |
| | | 40 welders |
| total | 300 workers | |

Special qualifications: for bde: thorough knowledge of the German language.
Age not less than 33 years.

Exact description of work required:

Length of employment: from 15 April 1942 until 30 April 1943.

3. Working conditions:

1. Working hours: 54-60 hours per week.
2. Wages: a) RM 0.78 per hour and efficiency bonus up to 4Pfg. per hour
b) 0.78 " " " " 4Pfg.
c) 0.88 " " " " 17-32"
d) RM 4-600 per month
e) RM 2-300 " "

Piece work approximate weekly wages: a) RM without deductions
Overtime: Sundays 50% from 49th hour b)
Weekdays 25% " 49" " c)
d)
e)

3. Separation Allowance for married persons: 1. -- RM per calendar day
4. Overnight allowance: " " single " 0.50 " per night
5. Other allowances:

4. Accommodation and messing:

Accommodation will be provided in residential camps and will cost 3.50 RM per week (7 days) with morning coffee.

The quarters are arranged and are in perfect condition.

The messing will be as follows: Food from the camp kitchen, will cost RM 1.00 per day.

Form 114.

CERTIFICATE OF TRANSLATION

I, DOROTHEA L. GALEWSKI, ETO #34079, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. NL-14031.

DOROTHEA L. GALEWSKI,
ETO #34079

Cont'd
2/19/46

Vereinigte Sauerstoffwerke G.m.b.H.

EX #2119

File-note

on the Conversation with the Chief of the Civil Administration in Metz
on Tuesday, 9 October 1940, at 1:30 p.m.

Re: Oxygen plant Diedenhofen and Merlenbach,
Acetylene plant Diedenhofen,

The meeting, which was arranged by Professor Dr. Luer in the restaurant Mertrier in Metz, Bonmerstrasse, had been preceded by conferences between the undersigned and Director Dr. Wurster from I.G. Ludwigshafen, who had already contacted Gauleiter Bueckel about the Lorraine oxygen plants some time before, and Professor Dr. Luer from the department of the Chief of the Civil Administration in Saarbruecken.

The following took part in the conversation:

| | |
|----------------------|---|
| Professor Dr. Luer | } department of the Chief of } the Civil Administration } Saarbruecken |
| Dr. Decker | } department of the Chief of } the Civil Administration Metz |
| Direktor Dr. Wurster | } from I.G. Ludwigshafen |
| Direktor Kalbfleisch | } from the Vereinigte Sauerstoff- } werke Main Administration, } Berlin |
| Herr Kretschmer | } from the Vereinigte Sauer- } stoffwerke, branch office } Saarbruecken |
| Herr Arnold | } delegated by the Vereinigte } Sauerstoffwerke to the sales } management of the oxygen } plants in Diedenhofen. |

It must be said beforehand that the head of production in the I.G. plant in Saarbruecken, Herr Langer, was put in charge of the trustee administration of the Diedenhofen oxygen plant and the evacuated Merlenbach oxygen plant, whilst the temporary management of the acetylene plant in Diedenhofen was conveyed to the "Seargas" (subsidiary company of Iga). Up to the present the plants were the property of the Oxydrique Francaise in Malakoff near Paris.

The former commercial manager of the three plants, Herr Berger, who did not make too favorable impression at the first of the meetings some weeks ago,

TRANSLATION OF DOCUMENT NO. XI - 15105
CONT'D.

(Page 2 of original)

has been sent away in the meantime to unoccupied France, as well as the foreman of the Diedenhofen oxygen plant.

Because of this and as a result of the great disorder which had set in in the administration of the plants, it became necessary to assign several business assistants to Herr Langer, and this has been done in the meantime with the permission of Dr. Decker by sending the employees Arnold and Schaffland from the Vereinigte Sauerstoffwerke as well as two female assistants.

The oxygen turnover, which amounted to some 6,000 cubic metres per month when Herr Arnold started on his duties, has increased in the meantime to approximately 30,000 cubic metres per month. At this level the plant is producing to capacity.

On taking over the trustee administration the "Saargas" separated the sales of dissolved acetylene, so that those customers who were used to ordering oxygen and dissolved acetylene from one and the same place have now had to change their habits and must approach the oxygen plant when they are in need of oxygen and the acetylene plant when they want to order dissolved acetylene. The acetylene plant can produce approximately 5,000 kg per month; but it cannot be worked to capacity as there is not sufficient calcium carbide available. Some customers were made to bring the necessary amounts of carbide with them if they wanted dissolved acetylene.

Prof. Dr. Luer and Dr. Decker were shown the need for the Diedenhofen oxygen plant to run to capacity and it was pointed out to them that if this capacity were not expanded as quickly as possible the Lorraine economy would soon suffer from a great lack of oxygen. It must be taken into consideration that in this connection

(page 3 of original)

great demands in oxygen were to be expected for the removal of damage, and for the putting of foundries and pits into operation again, for the Todt organization which had announced greater requirements, as well as for the current supplying of industry and trade, and also of the Wehrmacht, and at the present time the means of production for all this were inadequate. It was therefore of the most urgent necessity to set up a new oxygen plant and to see that preparations were made for an adequate depot for steel cylinders to meet the requirements in oxygen. But, as things stood, the oxygen plant in Diedenhofen which was being managed temporarily by a commissioner, could not take such measures all on its own, but they could only be carried out successfully if there were a firm behind the plant with years of important experience in the field of oxygen production and of autogenous welding, as for example, I.G.

Our other statements as regards the urgent need for technical advertising etc. to be carried out in the same way as it is done in the Alt-Reich, led the representatives of the Chief of the Civil Administration to examine the suggestion which had been made for the leasing of the oxygen plants in Diedenhofen and Merlenbach to I.G. and for the transfer of the sales together with the technical advertisement to the Vereinigte Sauerstoffwerke. They were

all the more inclined to do so as we were able to point out that similar lease agreements had already been concluded by our group in Alsace. Apparently, as Prof. Dr. Luer remarked, the Berlin official agencies are somewhat alarmed about what is happening at the time in Alsace. Nevertheless, Prof. Dr. Luer was of the opinion that economy in Lorraine could scarcely develop on the right lines if it were not agreed that the plants should be leased to capable and energetic firms. Luer's opinion was further strengthened when the undersigned pointed out that to our mind, through the measures taken by the government of Baden, noticeable progress had already been achieved in building up the Alsatian economy, which, as in Strasbourg for example, through the

(page 4 of original)

evacuation of plant equipment, would have been completely paralysed.

Prof. Dr. Luer continued his discussion with Dr. Decker to the effect that with regard to the oxygen plants in Diedenhofen and Morlenbach it was scarcely possible in view of the situation to do otherwise than lease the plants to I.G. They must endeavor to obtain the authorization of the official agencies in Berlin who had been opposed to a lease up to now. - When the undersigned pointed out how previous experience showed that weeks and months of precious time were lost in this way and that as far as possible it would be expedient for the decision to be taken, as in Alsace, by the Chief of the Civil Administration himself, Prof. Dr. Luer was led to give his consent and to say that if Gauleiter Duerckel settled the affair along the lines we wished the Berlin offices would no longer need to be asked.

When the matter had been clarified up to this point Dr. Decker asked for a copy of the lease agreement we had concluded for the oxygen plant of Air Liquide in Strasbourg.

After this as it had been agreed in the morning, Herr Arnold broached the subject of how, under the trustee management, the separation of the acetylene plant and the independent sale of dissolved acetylene, in spite of the fact that both plants had been operated jointly for many years and the products manufactured had been sold by one agency, were giving rise to continual and disagreeable arguments with the clientele since the latter did not understand why under the German management there had been a change made in a system which had been so pleasant and expedient hitherto.

In reply to this Dr. Decker observed that the Iga-Seargas took the opposite point of view which was why in the end the trusteeship for the acetylene plant had been conveyed to a member of the "Seargas".

(page 5 of original)

The undersigned explained on his side that the statements made by Iga did not quite correspond to the facts. The co-partner of the Vereinigte Sauerstoffwerke, the Gesellschaft fuer Linde's Eismaschinen A.G. (Corporation for Linde's Refrigerating Machines) Eschlingerskreuth near Munich, was not only the biggest

manufacturer of acetylene in Reich territory, but sold this product through the Vereinigte Sauerstoffwerke together with the oxygen which was also produced in the Linds plants. In the same way the Vereinigte Sauerstoffwerke sold dissolved acetylene for different plants of the Iga and Iga as well as of the Koppelin-hydrogen and oxygen plants A.G. together with the oxygen produced in the Linds and I.G. plants. It was true that in a few districts Iga and Iga as well as some other acetylene producers sold the product themselves. This was already a proof that the joint manufacture and sale of the products oxygen and dissolved acetylene which were used in conjunction with each other was justified from the economic and practical point of view, and this all the more in the case on hand as it was only recently that a change had been made in a system which had existed for years.

Prof. Dr. Luer and Dr. Decker both agreed with our statements and were also of the opinion that it would be better to lease both plants to I.G. and to let both the oxygen and dissolved acetylene be sold through the Vereinigte Sauerstoffwerke.

It was then agreed that as quickly as possible the Vereinigte Sauerstoffwerke should submit lease-agreements and an expert of the questions to be treated to the Chief of the Civil Administration, for the attention of Dr. Decker in Metz. After this there is to be another discussion in Metz.

Herr Arnold has promised a detailed report of the activity of the commissioner in charge of the oxygen plants in Diedenhofen and Warlenbach and of the economic and technical situation of the plants, so that from these statements the Chief of the Civil Administration can see how necessary it is to lease the plants.

(page 6 of original)

and to add to the installations for the production of oxygen and dissolved acetylene, and procure the urgently needed steel cylinders for the enlargement of the cylinder depot.

Direktor Dr. Wurster, who handled other questions concerning I.G. at the discussion, supported our statements in a very gratifying way.

It was then pointed out by Dr. Decker that there was a complaint on hand from the district chief (Kreisleiter) in Diedenhofen about the alleged ill-treatment of the personnel of the oxygen plant by I.G. Herr Arnold was requested to clarify the matter with the district chief immediately in conjunction with Herr Langer, which, as we heard over the phone from Herr Arnold, they were able to do in the most satisfactory way.

Towards the end of the conversation Gauleiter Buerckel came into the restaurant and greeted Prof. Dr. Luer and Dr. Decker as well as the other people present who were introduced to him. Turning to Dr. Wurster Gauleiter Buerckel remarked in a friendly tone: "So I.G. is represented too."

After this Prof. Dr. Lauer entered into negotiations with Gauleiter Buerckel who, as Lauer informed us briefly, had asked whether I.G. wanted to make investments in Lorraine, which seemed to be the case from what had been discussed.

When all those participating in the conference had left Prof. Dr. Lauer planned to go into the affair more thoroughly with Gauleiter Buerckel.

When Prof. Dr. Lauer was asked whether there was already any chance of applying for the

(page 7 of original)

oxygen plant of the Air Liquide in Nancy, Lauer answered that for the time being this was still French territory and it was not desirable for the moment that there should be any change made with regard to the care and control of the firms situated there.

(Initials); K.

K/D.

CERTIFICATE OF TRANSLATION.

I, DOROTHY E. PLUMMER, USFET 482, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document No. NI - 15105.

8 April 1948

DOROTHY E. PLUMMER
USFET 482.

Case 6
sup. just
18

Exh # 4140

CORRECTED TRANSLATION OF EXCERPTS OF DOC. NO. NI-15107
OFFICE OF U.S. CHIEF OF COUNSEL
FOR WAR CRIMES.

M i n u t e s

of the 14th Vorstand meeting of 8 November 1939, 10 o'clock AM,
in Berlin N.W.7, Unter den Linden 82.

Present all Vorstand members, with the exception of Dr. Krauch,
and the Chairman of the Supervisory Board, Geheimrat Dr. Borsch.

The agenda were disposed of in the following order:

1) Report on Tea meeting:

Dr. ter Meer gives a general survey of the new plants which
were or are planned to be created under the 4 Year-Plan and war
economy. He gives reasons why it is necessary to create in Upper
Silesia a new big manufacturing base for I.G. in connection with
the erection of a third buna plant.

2) Report on industrial plants in Poland:

At the request of the Reich Office for Economic Develop-
ment, Dr. Buergin and Dr. Wurster made a trip for the inspection
of industrial plants in Poland; the first in Southern Poland, the
latter in Central Poland. Both gentlemen report on their general
impressions as well as, particularly, on the technical condition
and the economic situation of the plants inspected. Dr. Buatovich
gives a supplementary report on Polish nitrogen plants and the oil
fields there; Mr. Oster on the nitrogen consumption in the Polish

(page 2 of original)

area of interest and on the endeavors to intensify agriculture
in the new Reich districts Western Prussia and Posen. Mr. Jaschke
reports on an oxygen work in Posen.

3) Report on Commercial Committee.

It is intended to organize a buffer company (Auffanggesellschaft)
for the operation of the dyestuff factory Beruta at Eglers. Since
the question of ultimate ownership is completely undecided yet, it
is expedient to secure the funds to be expended for the operation.

(page 3 of original)

(signed): Schmitz (signed): Buhl.

CERTIFICATE OF TRANSLATION

I, ELVIRA RAPHAEL, AGO B 397972, hereby certify that I am thoroughly
conversant with the English and German languages and that the above
is a true and correct translation of excerpts of Doc. NO. NI - 15107.

12 April 1948

ELVIRA RAPHAEL
B 397972.

(E N D)

Case 6
sep 1936

REPUBLIC OF SAAR
No. 11-19360
OFFICE OF THE GOVERNOR
SAAR
1936

M I N U T E S

EX #2121

of the 4th meeting of the Vorstand on 18 September 1936
at 0930 hours in Heidelberg.

All members of the Vorstand are present with the exception of the
gentleman

Dr. Brauch
Dr. Brauchmann
Dr. Jacob
Consul General Hans
Weber-Andreas,

also Geheimrat Dr. Loach from the Luftfahrtamt.

Before dealing with the agenda, Dr. Buhl reads the minutes
of the 3rd meeting of the Vorstand of 30 July 1936. No objections
are being made to the proceedings.

Point 1) of the agenda:

Central Committee.

Geheimrat Schmitt announces that, instead of the late
Mr. Laut, Dr. Ulrich Taborland was appointed plant manager of
Vordringen and Director, and that, furthermore, Mr. Heinrich
Grosch, Department House Administration (Hausverwaltung) Frankfurt
am Main, received power of attorney.

In the matter of donations, an amount of 1000.00 marks
was authorized for the association German East (Deutscher
Osten) and a one-time donation of 3000.00 mark was authorized for
the Registered Frontier Library Service. (Grenzschuttsbibliothek e.V.).
A request regarding a donation for German cultural propaganda in
Spain was postponed, a request for a donation for a Gustav-Adolf
Memorial in Luetzen was refused.

Point 2) of the agenda:

General business situation.

Geheimrat Schmitt reports about the financial situation
which demands great thriftiness and he requests the utmost limitation,
not only in cases

(page 2 of original)

of new investments, but especially also as regards the purchase of
technical materials, as regards repairs and storage. Especially in
regard to the operational material (stocks and technical material)
the figures mentioned by Geheimrat Schmitt show almost without

(pg. 2 of original is, cont'd)

reception very considerable increases. It is agreed that the matter of stocks of material has to be checked continually and exactly. As regards special plants to be erected for the Polish, the financial situation forbids that money be advanced for this.

A suggestion of Dr. Salari, to create liquid funds by the sale of coals, is to be checked more closely.

Now is over, the subject of consideration has to be given to experts. In regard to this matter, Government has also referred to a corresponding circular of the Polish Group Industry dated 7 Sept. 1938.

Dr. von Schittke speaks about the situation of Lurgi and about the necessity of making quick decisions under certain circumstances and to prepare these decisions already now. It is decided that a committee, consisting of Messrs. Dr. von Loh, Dr. von Schittke, Dr. Reiche and Dr. Hoyer is to deal with this question.

.....
(part 4 of original)

Point 5) of the agenda:
.....

Hydrogenation and oils:
.....

Dr. Dauterbach reports that the considerable and very difficult negotiations with the Ruhr-Chemie in regard to the Fischer-Tropsch have now been concluded and he requests permission to sign. After Dr. von Dauterbach made supplementary remarks, this permission is granted.

Thereafter, Dr. Dauterbach reports about the contract negotiations with Standard Oil about the field of catalytic cracking which signifies a new development in the field of oil-refining. He agreed to cooperate in this field on condition that we receive in exchange corresponding advantages in the form of special license fees. Dr. von Dauterbach mentions in this connection that, already now, certain guiding principles for the situation of the Ruhr-Oil-Contract beyond 1947 are shaping up. Finally, Dr. Dauterbach reports about the present fuel situation in Germany and also about the nitrogen situation. As concerns nitrogen, production hardly keeps pace with the increased requirements.

Schott rat Schmitt remarks that the financing of the Hydrogenation plants Pöhlitz (Hydroformierung Pöhlitz) is probably to be undertaken by means of the loans for which a prepayment-guarantee of 1/3 is required. This question still needs detailed checking.

.....
(part 5 of original)

.....
Point 9 of the agenda:
.....

(page 5 of original, cont'd.)

Miscellaneous:

A written request of Dr. Lachmann regarding purchase of 20 % shares of the Continental Gasolienwerk AG in order to Thierstein, Israel, in which Deutsche Arol has already participated with 66 %, is refused at the suggestion of Dr. van Schmitzer.

(page 5 of original)

Dr. van Schmitzer reports about measures for the "Ab-Com" in respect to personal matters as well as regards the safeguarding of stocks and accounts receivable, and the price levels. Commissioner Lachmann supplements this information and Dr. Lachmann reports about corresponding measures in the field of prices.

Point 10) of the agenda:

Dates for the next meeting:

Meetings are planned on the following dates:

20 and 21 October 1938
17 and 18 November 1938
15 and 16 December 1938

probably in Frankfurt a. Main.

Dr. Schmitz (stamp) Dr. Lachmann

CERTIFICATE OF TRANSLATION

I, JAMES J. BOLL, AGC No. A-444412, hereby certify that I am thoroughly conversant with the German and English languages and that the above is a true and correct translation of encryptions of document No. 10-15080.

JAMES J. BOLL
U.S. Citizen
AGC No. A-444412

AFFIDAVIT

EXH #2122

I, E. E. MDSKOFF, U. S. Civilian, after having been cautioned that I shall render myself liable to punishment for any false statement, declare herewith under oath, of my own free will and without coercion, the following:

1. Toward the middle of November 1947 I requested Mr. Benvenuto von Halle to make the necessary arrangements to have Mr. PETERS appear in Nurnberg for further interrogation in connection with the affidavit which he had given to the Prosecution on 27 October 1947 (NI-12,111, Prosecution exhibit 2087). The following week Mr. PETERS arrived and I had a number of conversations with him. Because of the significance of his admission that he was personally informed by Dr. Gerstein of the SS in the middle of 1943 that Cyclon B was being used to kill "criminals, incurable patients and inferior human beings" (Prosecution exhibit 2087, NI-12,111; see also transcript page 10635), I was interested in exploring with him the whole Cyclon B picture. I was rather hopeful that a personal interview would produce some results since, in the affidavit which Mr. PETERS already had given the Prosecution (NI-12,111, Prosecution exhibit 2087), he "admitted" nothing more or less than the precise information the Prosecution already had and with which Mr. PETERS was confronted in Frankfurt (NI-9908, exhibit 1790; and PS-1553, exhibit 1791 - withdrawn since the affiant Gerstein was deceased).

2. Since after a short while it seemed to me that Mr. PETERS was very sensitive upon questioning pertaining to Auschwitz, I thereupon told Mr. PETERS to draw up his own statement concerning the points of contact between DEWESCH and Farben. A number of hours later Mr. Elbau informed me that Mr. PETERS had prepared a statement which he wanted me to see. In the presence of Mr. PETERS and Mr. von Halle, Mr. Elbau read the entire statement (NI-15071), which was in German, translating it into English for me as he went along. At the conclusion of the reading of the statement, I turned to Mr. Elbau and stated that it was a waste of time to

prepare a statement of that type, since it was parallel to, but still did not refer to specific parts of, the original Frankfurt affidavit, exhibit 2087. I then told Mr. von Halle to sit down with Mr. PETERS and go through the original Frankfurt affidavit (Prosecution exhibit 2087) in order to afford Mr. PETERS an opportunity of making corrections and additions. This was done (NI-15067, exhibit 2088) and completed on the following day. Mr. PETERS then returned to Frankfurt.

3. On page 10630 of the transcript Mr. PETERS testified:

"Then, I was given an opportunity to draw up my own compilation after a few hours of calm deliberation on the entire subject, concerning reports made and concerning the relationship between Degesch and Farben. The text of the compilation, amounting to a number of pages, was torn up and thrown at my feet after only the first sentence had been read, because it was not considered to be suitable.

"Q. Now, I must ask you who threw this document at your feet?

"A. That was Mr. Winkoff. I said to Mr. Winkoff repeatedly 'Don't be angry, but I don't know about all these things. Don't worry me, and don't ruin my nerves. If you attack me in that manner I shall only be able to tell you less.'

I deny this testimony. The entire statement was translated and read to me by Mr. Elbau. I did not tear up the statement or throw it at Mr. PETERS' feet. This denial is hardly necessary since the best evidence, the statement itself, is annexed hereto, untorn and unaltered, marked as document No. NI-15071.

4. It is interesting to note that the PETERS statement which the Prosecution allegedly torn up (NI-15071), contains nothing of assistance to the Defense which is not already contained in the statement Mr. PETERS gave the Prosecution (Exhibit 2088), which "repeats" the original affidavit introduced simultaneously with his original affidavit (exhibit 2087). On the other hand, having been compelled to translate this PETERS statement (NI-15071), the Prosecution calls the Tribunal's attention to the testimony of the defendant Mann that I. G. Farben could not have learned the details of the DEGESCH business, even had it wanted to. This is flatly contradicted

by the following portion of the statement which Mr. FETTS formulated, completely unassisted (NI-15071).

"Therefore the decisive importance of Cycled for DUNSON was known to L. B. Farrow.

"II. The I.V. was at liberty at any time to ask for the submitted more detailed records about this, a possibility of which, in my opinion, they only took advantage to a very small extent."

I have carefully read each of the three (3) pages of this affidavit and signed it in my own hand. I have made all necessary corrections in my own handwriting and initialed them. I herewith declare under oath that I have stated the full truth to the best of my knowledge and belief.

(Signed) E. E. Minskoff
E. E. Minskoff AGO 5 330991

Sworn to and signed before me this 12th day of April 1948 at Nurnberg by E. E. Minskoff, known to me to be the person making the above affidavit.

(Signed) John J. Boll
John J. Boll, U.S. Civilian -
AGO 4 44412, Office of Chief
of Counsel for War Crimes

I hereby certify that the above is a true and correct copy of document NI- 15124.

John J. Boll
U.S. Civilian, AGO 44412

Case 6
up 50

EXL #2123

TRANSLATION OF DOCUMENT NR 3071
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

(Translator's note: Handwritten - Peters File 22 Nov. 1947 AHE)

(Page 1 of the original)

- I. From the oral discussion in connection with the annual ^{reports} the following was known to Messrs. MANN, REUBENBERG and WURSTER.
1. The fundamental shift of the Cyclon sales during the war
 - a) the falling off of the greatest part of the foreign sales balanced through steadily increasing requirements of the Wehrmacht inside and outside the Reich.
 - b) From 1941 on increasing interest of the Waffen SS, at first for delousing chambers, including Cyclon requirements, later on for disinfection of rooms with its own personnel, trained for prussic acid (the fact that the SS partly took care of the training itself, was probably also discussed);
 - c) increasing importance of the delousing measures in general and the classification "important" to the war effort given to the Cyclon production in connection therewith;
 - d) Attempts of DEJESCH to induce the Wehrmacht to create its own prussic acid disinfection units in order to relieve the shortage of personnel due to drafts to the Armed Forces: a special reference to the already existing measures of the Waffen SS in this respect;
 - e) Difference in the business methods of HELI and TESTA; HELI pushes expansion of the gassing business of private disinfection firms and neglects sales to official agencies, (except for requirements of the Wehrmacht for delousing chambers) TESTA increases sales to official agencies and completely refuses to consider disinfection firms. HELI expands utilization of the 10 cbm gassing chambers everywhere, TESTA only makes efforts in this connection at a late date.

IG is informed about this in time and (Translator's note: handwritten remarks about the differences with TESTA resulting from the "Triton-Case") and agrees to change of contract. (Independence of TESTA since about 1941.. .)

2. CALOID, previously second largest DEBESCH business, lost all sales territories, therefore stoppage of production during the war.
3. T-GAS, CARTON declined to complete insignificance because of lack of material, packing-material and personnel.
4. TRITON eliminated almost completely since 1943 (?) after the damage to the facilities for preliminary products in Ludwigshafen.
5. VENTON: IG was only able to release very limited quantities since 1941 and was no longer of any importance.

Therefore the decisive importance of Cyclon for DEBESCH was known to IG Farben.

II. The IG was at liberty at any time to ask for the submitted more detailed records about this, a possibility of which, in my opinion, they only took advantage to a very small extent.

My own written and verbal negotiations:

- a) With MAN were limited, apart from the stockholders' meetings, to 2 visits in Leverkusen in 1944 (after several written announcements at the end of 1943) concerning admittance of DEBESCH to the Lauseto- and Gix-business, which was rejected; furthermore at the end of 1944 correspondence concerning insufficient regard for the desires of the production committee re Lauseto/Gix/Gesamol/ production and distribution. IG had got the reputation of "saboteur" with PFLAUM and the Wehrmacht and I was made responsible and tried to effect a change through MAN, but received only an unfriendly refusal. The production capacities of the IG for their products continued to be veiled and the procurement of Gix and Lauseto for civilian use which was agreed upon together with the Wehrmacht continued to be disregarded. After this my contact with MAN was finally discontinued.

(Page 2 of the original)

- b) With WURSTER were connected mostly with general information in connection with the request that I should be assisted with Dr. AMEROS with respect to our urgent Vantox requests. They only took place once or twice during the year, on which occasion (handwritten note:) I referred to the scarcity of material and the interest in new production facilities, perhaps in Ludwigshafen, with regard to the Cyclon situation. The conversations were always very short. (Handwritten note: Other accidental meetings in DEUTSCH.)
- c) With AMEROS: dealt with the pending requests of DEIBSCH for disinfection of rooms and for delousing chambers, as a substitute for prussic acid which became more and more insufficient. In this connection a project for producing prussic acid for Cyclon in Dyhernfurth in the more distant future was discussed. (Translator's note: Handwritten note - Since 1942 to 1944, at first 1 - 2 annually, also with his deputy.)
- d) With PAULIAN: were connected either with visits to NAM or else, once in Vienna, once in Berlin, were connected with our request for delivery of Areginal for disinfection purposes, as a substitute for the almost completely lacking T-gas, and if possible for delousing in chambers, which was being tested at that time in order to provide for a substitute for Cyclon.

III. The connections of IG with the Waffen SS are known to me only through remarks of Stbf. PFIAUM concerning Lauseto and Gix and also through a report by Dr. HILCKEN and Dr. PFAFF, Hoechst, according to which the SS played a decisive part in promoting the production of larger quantities of Gix by allocating personnel and material, for which it, however, requested priority over the Wehrmacht in delivering. PFIAUM said once that he wanted to take the whole production of disinfection agents under his own control if the "sabotage" of the

industry - for which he also made me responsible - did not stop. At another time he and - in January 1944 - his deputy Dr. KOENIG, threatened the erection of their own prussic acid production installation, although I did not take this seriously at that time.

IV. Statistics (from a report of a meeting of the committee of January 1944, which could have reached the IG by way of the Reichstelle Chemie or Economic Group Chemical Industry):

(Translator's note: handwritten note - for 1943)

Own consumption of the firms for disinfection: 196 000 kg Z.,
of this approx. 100 000 kg Zyklon for disinfection of quarters of the Wehrmacht and Waffen-SS.

The following amounts have been sold via TESTA and HELL to the Wehrmacht and Waffen SS:-

- a) for the disinfection of rooms and fumigation of tents 58 000 kg
- b) for delousing chambers (200 g cone) 42 500 kg

which presumably should be divided approximately into

- a) 8 000 kg Luftwaffe delousing tents
- 10 000 kg Army (and Navy?)
- 4 000 kg Waffen-SS

- b) 4 500 kg concentrations of the SS
- 38 000 kg prisoners' camps, etc. of the Army.

The last figures are derived from the statements of the Main Medical Depot, which was already at that time supervising and supplying the requirements to the SS. Apart from about 40 other gentlemen, Dr. Liese and Dr. Wilke, as representatives of the Reich Ministries of the Interior and of Food and men dealing specially (Referenten) with prussic acid legislation took part in the discussion about these figures.

(Page 3 of original)

V. Auschnitts-DEGESCH. DEGESCH was not allowed to deal with or even visit the customer in TESTA's sphere. Because the geographical position was

disregarded, an order for chambers for Dachau and Auschwitz which was sent to HELI in 1942 (?) was handled jointly for a short time in Frankfurt, and, after TESTA had intervened, was passed to the latter insofar as Auschwitz was concerned. Following on this I personally visited the Dachau construction office and the construction office in Berlin (Administrative Main Office?-(Hauptverwaltungsamt)) for introductory discussions (the matter was later dealt with by members of the HELI and DEBESCH). The Auschwitz project was noticeable as compared to Buchenwald and Dachau because of the greater number of chambers (24?). I do not know how many of these were actually erected. Only 200g cans could be used in these chambers; the deliveries for these always remained at normal levels and in the end were described as insufficient by the customer; (lack of cans in Dessau and Kolin, competition with the far greater Wehrmacht requirements). My personal contacts with Auschwitz were limited to Working committee and other meetings in Berlin, to which Stbf. Pflaum was invited; he appeared as opposition. His activities, which were not objective and which aimed only at increasing the influence of the SS, did not please me; correspondence with him increased later when the SS wanted to have allocated to them, and I refused or limited their requests, and this correspondence finally developed into threatening questions. I had to ask the protection of Conti, Rose and the Army Medical Inspectorate against him; therefore I did not accept his repeated invitations to Auschwitz.

Instead Dr. Rasch went to Auschwitz (at the beginning of 1945?) (Translator's note: all the following is written in Dr. Peters' own handwriting:) to see Dr. Kunicko in Auschwitz, where he also met Pflaum. He reported that Pflaum's initiative on vermin control was very considerable (he brought back his publication "The largest mosquitoes in the world") and that in DEBESCH's interests we should try to cooperate. I considered this to be wrong and continued to evade Pflaum's invitations.

VI. Management of DEBESCH.

| | |
|-----------|--------------------------------------|
| 1919-25 | Dr. Heerdt |
| 1925-29 ? | Schlosser (DEBUSSA) |
| 28-29 | Stiege (as deputy) |
| 1930-32? | Schlosser (DEBUSSA) Stiege (DEBESCH) |
| 1932-39 | Schlosser (DEBUSSA) Mann (IO) Stiege |
| 1939-1940 | " " Stiege deputy Peters, |
| 1941-45) | (Stiege in army) Peters |
|) | Schlosser, Mann in Verwaltungsrat. |

(Page 4 of original)

VII. Kaliwerke Solin were only connected with IO through the Cyanide-Convention. If and how the members of these two firms met personally, I do not know.

After the conference with Gerstein I instructed Stoecker at the former's request (personally or by telephone?) that the Waffen-SS (Translator's note: was interested in) small amounts of liquid prussic acid.

CERTIFICATE OF TRANSLATION

I, D. L. Galowski, hereby certify that I am a duly qualified translator and that the above is a true and correct translation of document HI-15071, the original of which is in the German language.

D. L. Galowski
Civilian ETO 34079

ED

6

Case 6
2/12/47

AFFIDAVIT

EX #2124

I, Alfred R. ELBAU, U. S. Civilian, after having been cautioned that I shall render myself liable to punishment for any false statement, declare herewith under oath, of my own free will and without coercion:

1. On 27 October 1947 Mr. PETERS, former manager of DEGESCH, was interrogated in Frankfurt/Main by Mr. von Halle and myself, as representatives of the Prosecution of the Office of Chief of Counsel for War Crimes, Nuernberg. The relevant parts of this interrogation were first extracted in draft form, submitted to Mr. PETERS, and then brought into the final form of an affidavit (NI-12,111, exhibit 2087). After carefully studying and correcting the affidavit Mr. PETERS affixed his signature in the presence of Mr. von Halle, Mr. Paul Haend, and myself.

2. I personally handed an unsigned carbon copy of this affidavit to Mr. PETERS in the presence of Mr. Haend, Mr. von Halle, and Mrs. Elly Wunderlich, a German secretary.

3. While Mr. PETERS studied the affidavit he was completely left to himself and all the time was given to him to study his statements calmly and with all necessary consideration. In fact, it can be said that a spirit of complete cooperation with the affiant PETERS prevailed. This is particularly brought out by the following incident. One day just after Mr. PETERS had left the room, he returned and told me that he would like to talk to me alone. Out in the hallway he asked me whether I knew Lessing's "Nathan der Weise" and called my attention to the following quotation: "We must - just must - be friends" (Wir muessen - muessen Freunde sein).

4. The facts are briefly these. In view of the fact that Mr. PETERS was the first person within DEGESCH to admit that he actually knew as early as 1943 that Cyolon B was being used by the SS to kill human beings rather than just for disinfection, Mr. Minskoff, who had not been in Frankfurt during the interrogation, requested a personal interview with PETERS in Nuernberg. Mr. PETERS came to Nuernberg on 21 November 1947 and left on 25 November 1947. During that time Mr. Minskoff discussed the DEGESCH

complex and the shipments of Cyclon B to Auschwitz with Mr. PETERS on several occasions. Mr. Minskoff requested Mr. PETERS to write up as best he could the inter-relationships between the various parties involved in the DEGESCH matter. Mr. PETERS was given a typewriter and a room for himself in which to work. After several hours Mr. PETERS handed me about three and one-half typewritten pages and a little more than one-half page written in longhand. I brought the statement to Mr. Minskoff and read all of it quickly aloud, translating extemporaneously into English. When I was through, Mr. Minskoff said that the PETERS new statement had no practical value since for the most part it overlapped the material already contained in PETERS' Frankfurt affidavit and, to the extent that it added to or differed from the Frankfurt affidavit, it would only be useful if it specifically referred to the original affidavit.

5. The four-page statement which Mr. PETERS drew up by himself and concerning which Mr. PETERS testified (transcript page 10630) was not torn up by Mr. Minskoff and thrown at Mr. PETERS' feet, to the contrary it was retained by me completely intact and is annexed hereto in precisely the condition in which it was handed to me by Mr. PETERS - still completely intact. To identify this PETERS' statement, it has been given number NI - 15071.

6. Mr. Minskoff then instructed Mr. von Halle to go over the original Frankfurt affidavit with Mr. PETERS and have Mr. PETERS correct and add to each paragraph of the original affidavit that he desired to amend. This was done and completed on the following day, 23 November 1947, and has been introduced in evidence as document NI-15067, Prosecution exhibit 2088.

I have carefully read each of the three (3) pages of this affidavit and signed them in my own hand. I have made all necessary corrections and

initialed them. I herewith declare under oath that I have stated the full truth to the best of my knowledge and belief.

(Signed) Alfred H. Elben
Alfred H. ELBAU
AGO A 166513

Sworn to and signed before me this 9th day of April 1948 at Nuernberg
by Alfred H. ELBAU, known to me to be the person making the above affidavit.

(Signed) John J. Boll
John J. BOLL
U.S. Civilian, AGO A 144412
Office of Chief of Counsel
for War Crimes.

I hereby certify that the above is a true and correct copy of document
NI-15125.

John J. BOLL
AGO A 144412

Case 6
2/18/48

AFFIDAVIT

EX # 2125

I, Benvenuto von HALLE, U. S. Civilian, after having been cautioned that I shall render myself liable to punishment for any false statement, declare herewith under oath, of my own free will and without coercion, the following:

I have carefully read the affidavits of Mr. S. F. Minskoff, dated 12 April 1948, and Mr. Alfred H. Elben, dated 9 April 1948. As the principal interrogator of Mr. PETERS, I was present at all material times mentioned in these two affidavits. I hereby state that all the facts alleged in both affidavits are true in every respect.

I have carefully read this one-page affidavit and signed it in my own hand. I have made all necessary corrections and initialed them and herewith declare under oath that I have stated the full truth to the best of my knowledge and belief.

(Signed) Benvenuto von Halle
Benvenuto von HALLE
AGO D 432532

Sworn to and signed before me this 12th day of April, 1948 at Nurnberg by Benvenuto von HALLE, known to me to be the person making the above affidavit.

(Signed) John J. Boll, ---
John J. BOLL
U.S. Civilian, AGO A 444412
Office of Chief of Counsel
for War Crimes

I hereby certify that the above is a true and correct copy of document NI- 15126.

John J. BOLL
AGO A 444412

Ex # 2126

for the period from 22 to 28 June 1942.

Part I.
Preliminary Report.

22 June to 25 June.

Page 13 of original.

Page 15 of original.

Certificator:

Signature: Alfred H. WERN
Alfred H. WERN
U.S. Civ. 185513

CERTIFICATE OF TRANSLATION

I, S. L. Herburger, ETO 20062, hereby certify that I am a duly
appointed translator for the German and English languages and
that the above is a true and correct translation of document
No. IT - 14524, the original of which is in the German language.

S. L. Herburger
ETO 20062

10-26-6
20-10-6
20-10-6

TRANSLATION OF DOC. NO. 14520
OFFICE OF CHIEF OF COUNCIL FOR WAR CRIMES

I.G. Farbenindustrie
Aktiengesellschaft
Plant Auschwitz/Upper Silesia

Auschwitz, 8 September 1941
Mr/Go.

Weekly Report No. 15

EXH #2127

For the period 1 September to 7 September 1941

Preliminary Report

(Page 1 of the Original)

.....
On 4 September SS-Brigadefuehrer Oluecks, Berlin, Sturmabfuhrer Kraus, Berlin, and the Commandant of the Concentration Camp Auschwitz, Sturmabfuhrer Hoess, visited us. A thorough discussion took place on the problem of employing convicts, especially on the furnishing of guards. Brigadefuehrer Oluecks could not promise us additional guards. However, negotiations (Aktion) are being undertaken with the Kyffhaeuserbund, according to which old veterans are to be used for guarding. We must see whether these negotiations will be successful. In any case, we promise ourselves a better distribution, or allotment, of the convicts after the plant-fence, on which work will start next week, has been constructed. The wire netting and the barbed wire for the fence has already been delivered. We requested Sturmabfuhrer Hoess to see to it that the fence posts, for whose delivery the Concentration Camp has been made responsible, will be furnished and put in as rapidly as possible. Mr. Hoess promised us the fastest possible delivery.

CERTIFICATE

I, Alfred H. Elban, ACO A 165513, certify that the above is a true and exact excerpt from the I. G. Farben Auschwitz "Weekly Report No. 15 for the period 1 September to 7 September 1941".

(Signature) Alfred H. Elban
Alfred H. ELBAN
U.S.Civ. A 165513

CERTIFICATE OF TRANSLATION

I, John Boll, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of WI-14520, the original of which is in the German language.

John BOLL
Civ. ACO A 144412

TRANSLATION OF DOCUMENT NO. NI-14541
OFFICE OF CHIEF OF COUNSEL FOR WAR
CRIMES

Excerpt from

Weekly report 102/103

EX # 2128

for the time from 3 May 1943 - 16 May 1943

Distribution:

Lu (Ludwigshafen) : Director Dr. Ambrose/Dr. Ziefeld
Construction Director Santo
Chief Engineer Moch

Me (Merseburg) : Director Dr. Buetefisch/Director
Dr. von Staden/Dr. Bruns
Chief Engineer Hoepke

AE (Auschwitz) : Dr. Duerrfeld
Dr. Scvelsberg
Dr. Roszbach/Ass. Schneider

II: Testing Engineer D.J. Walter,
Gleiwitz, Augustastr. 10

8 May

Hauptsturmfuehrer Schwarz suggests to put one connecting fence around the fuel and the bunk part. He then, together with the guards of the Schmelt-Poles, wants to guard only this fenced-in area, so that the convicts as well as the Schmelt-Poles can move around freely within this enclosure. The Commandant as well as the office in charge of the Schmelt-Poles would have to give their views on this question.

sign. FLUST

CERTIFICATE

I, Alfred H. Elbau, AGO A 165513, certify that the above is a true and exact excerpt from the IGF Auschwitz "Weekly

TRANSLATION OF DOCUMENT NO. NI-14541
CONT'D -----

Report no. 102/103 for the time from 3 May to
16 May 1943".

(signature) Alfred H. ELB U
Alfred H. ELB U
US CIV. AGO . 165513

CERTIFICATE OF TRANSLATION

I, John BOLL, AGO & 444412, certify that I am thoroughly conversant with the German and English languages and that the above is a true and correct copy of document no. NI-14541 the original of which is in the German language.

(signature) John BOLL - - -
John BOLL
US CIV. AGO & 444412

- End -

Excerpts from:

EXH #2129

Weekly report No. 55

for the period from 8 to 14 June 1942.

Distribution:

Lo: Dir. Dr. LEBROS/Dr. EISFELD
Saudirector S. WFO
Obering. Dr. WACH/Obering. HEIDENROCK
Dipl. Ing. PLACH.

Hi: Dir. Dr. Buchfisch/Dir. Dr. v. ST DEN/
Dr. BRUNS
Obering. Dr. DIERPFELD/von LON
Obering. Dr. HOPPE
Dipl. Ing. WELLSER, Leuna Electro plant.

Hi: Commercial Department (Dr. S. W. W. W.)
Purchases (SCH. IVT)
2 x Social Department (Dr. W. W. W. W. and
Assistant S. W. W. W.)

Bebecher: Breslau, Herr F. W. W.
Czptowitz, Herr Dipl. Ing. v. W. W. W.

Test engineers: Dipl. Ing. W. L. W. W., Olciwitz.

Page 1 of original.

9 June.

Conference with the commander of the concentration camp about the carrying-out of the piecework system which was repeatedly discussed. A form and provisions for the carrying-out are being submitted and discussed. The form is to be printed and as soon as it is available the carrying-out of this piecework system is to be started. In order to economize guards, the prisoners are, as far as possible, to be employed in the future only within the plant fence. The plant fence is then to be equipped with guard towers and these are to be manned by the guards. Within the plant area itself only a patrol service will be in existence. All details of this new guard method are being discussed and are further to be decided on by the expert officials during the next few days.

Page 15 of the original.

Signed: W. W. W.

Page 1 of original cont.

Certificates:

I, Alfred H. Elben, GS 165513, certify that the above are true and literal excerpts from the I.G. Farben, Auschwitz Weekly Report No. 55 for the period from 8 to 14 June 1942.

Signature: Alfred H. ELBEN
Alfred H. ELBEN
U.S. Civ. No. 165513.

CERTIFICATE OF TRANSLATION

I, S.A. Hamburger, EIC 20062, hereby certify that I am a duly appointed translator for the German and English languages and that the above is a true and correct translation of document No. G-14523, the original of which is in the German language.

S.A. Hamburger
EIC 20062

EXH #2130

Weekly Report 20/21

for the time of 21 September until 1 October 1942

Distribution: Ludwigshafen Direktor Dr. J. J. J. / Dr. J. J. J.
Sandringham 2, 10
Ober-Ing. Dr. J. J. J. / H. H. H.
Dipl.-Ing. J. J. J.

Mannheim: Direktor Dr. J. J. J. / Dir. Dr. J. J. J.
Dr. J. J. J.
Ober-Ing. J. J. J. / J. J. J.
Ober-Ing. Dr. J. J. J.
Dipl.-Ing. J. J. J., Elektrotechnik

Aschmütz: Leutnant (Dr. J. J. J.)
WINKLER (SCHMIDT)
Dr. J. J. J.
2 copies: Sozialabt. (Dr. J. J. J. and
(Leutnant SCHMIDT)
Prof. Ing. Dipl.-Ing. J. J. J., Aschmütz.

III GEORGE Breslau, Herrn J. J. J.
Klatowitz, Herrn J. J. J.

Page 24

SECRET :

An inspection of the Aschmütz plant by Obergruppenführer
Pohl, took place in the late afternoon, which was preceded by a lecture
of Dr. J. J. J. concerning the entire installations of the plant. On this
occasion, our labor allocation difficulties were also discussed and resolu-
ted in the following premises of the Obergruppenführer:

Immediately following the completion of the camp IV, which
is to be expected for the 15 October, inmates will be put at our disposal
for our construction work. The Obergruppenführer will try furthermore to
supply suitable workers for assembly work, via all German concentration
(metal workers, electricians). The Obergruppenführer will issue orders to
supply us with warm clothing which is necessary for the winter for Gotti
Ursinants and female Ursinants employed on the building site.

The Obergruppenführer therefore will do everything in his
power to assist us after he has realized what vital questions are involved
in the construction of our plant.

(page 23)

(Signature): F o u s *

TRANSLATION - CERTIFIED

I, ALFRED H. ELIAS, U.S. Civ. A-165513, hereby certify that I am thoroughly
conversant with the English and the German languages, and that the above
is a true and correct translation of document no. 11-1489.

ALFRED H. ELIAS
U.S. Civ. A-165513

- 1 -

E H E

1 case 6
sup. 26
Sikh.

TRANSLATION OF DOCUMENT No. NI-15133
OFFICE OF CHIEF OF COUNSEL FOR WAR
CRIMES

Exh # 2131

Interrogation No. 2127-C

Interrogation of Helmut SCHNEIDER
by Mr. van Street and Mr. Ribes
on 12 July 1947, 10:00 - 11:50
Stenographer: Lotte Kluge

Q. Please give your personal data.

A. Helmut SCHNEIDER, Goelar, Oberer Triftweg 22, born 9 May 1910
in Schkonditz, married, 2 children.

Q. You will take the oath.

(Witness takes the oath)

Q. What is your profession?

A. Now I am "Stadtdirektor" in Goelar and a lawyer.

Q. Stadtdirektor? Is that an official?

A. That is the leading administrative official of a town, formerly
it was called mayor.

Q. Is that the highest position in the town administration?

A. Yes.

Q. When and where did you work for I.G. Farben?

A. I joined I.G. Farben in Auschwitz in the beginning of October
1941 and worked for this firm until the plant was dissolved
around 30 January 1945.

Q. What did you do before your employment with I.G. Farben?

A. Before that I was with the hydrogenation plant in Pöchlitz near
Stettin for about a year.

Q. How did you come to work for I.G. Farben in Auschwitz?

A. The plant-manager of I.G. Farben Auschwitz, Dr. DIETRICH, who
is now a defendant here, was very interested in the construction
of the Pöchlitz hydrogenation plant, and it was there that I met
Dr. DIETRICH; evidently he learned to value my "skill", because
he asked me whether I

(initial: Sch.)

(page 2 of original)

would like to go to Auschwitz with him in order to construct the
new plant there. If I may add this, I do not mind telling you
that I liked Dr. DIETRICH then and gladly went along with him.

Q. What were your tasks in Auschwitz for a period of approximately
6 months, and later on until you left the plant?

A. First of all, my task was to maintain the strength of the

-2-
TRANSLATION OF DOCUMENT No. NL-15135
Cont'd

personnel, that is, protecting the German staff of the Auschwitz plant from being drafted. That was my first assignment.

Q. When you first came to Auschwitz, how many people were employed there?

A. I cannot give you an exact figure because it is too long ago, but the staff was only very small then.

Q. Approximately how many?

A. That is very difficult to say. I only remember that there were only perhaps 3 or 4 office barracks, that's how small the plant was at that time.

Q. How many people were there?

A. I do not want to tie myself down to my estimate. I certainly think that there were less than a thousand people.

Q. How long did it take until the number rose considerably?

A. The main development of the entire construction site begins around the middle of 1942.

Q. When was the maximum number of employees reached?

A. The maximum number was probably reached around the turn of the year 1943/44 whereby one must allow for a margin of three months in either direction.

Q. How many people were employed at that time?

A. At the end, the entire construction site had a staff of approximately 32,000 to 34,000 people.

Q. Did you include the workers who were employed in the Buna plant in this figure?

A. I assume you now mean the inmates --

Q. No, I do not mean those, you say construction site.

(Init. Sch.)

(page 3 of original)

A. I mean, all in all, that the plant, that is, the factory, the construction, and Monowitz together, all those who in any way worked for the plant, 32,000-34,000.

Q. And are the inmates included in this?

A. The inmates are also included.

Q. You said that your first assignment was to protect the Germans from being drafted. What did you do after that or what were your further tasks with I.G. Farben?

A. Approximately during the first year the groundwork was laid for the personnel administration, for the setting up of the social welfare department. Dr. ROSSBACH was given this assignment. This did not proceed very rapidly, and it might have been about a half

year after I began to work in Auschwitz when I was assigned to take over the office for workers' questions within the social welfare department. The fact that I received this assignment was connected with a change in personnel, insofar as a Mr. GRANSATZ left and I then had to take over this field. I may perhaps add that this field of workers' questions did not include the authority to handle camp matters; these camps were not subordinated to me until about the middle of 1944.

Q. Did that include the affiliated camps?

A. These were the workers' and employees' camps and the like. I think we had ten camps.

Q. When did you take over the office for workers' questions?

A. I no longer can give you the exact date, it was probably six or nine months after I began to work in Auschwitz, that is my estimate. Then it was around the middle of 1942.

Q. Would you tell us exactly what your tasks were, what exact things happened when you came to the office in the morning and what the daily work routine was?

A. I can perhaps answer this question best if I attempt to list the various fields of work.

(initials: Sch.)

(page 4 of original)

Q. Please be brief.

A. The first field concerned the protection against the draft; then all salary, wage scale, and leave questions; the organization of the procedure of employing workers - that was a paper war as usual; in this procedure, when a worker was recommended by the labor office and had to be hired -

Q. What do you mean by "hiring"?

A. I mean the processing of the man, for example, he brings his working papers, is registered, receives his factory identification card, is medically examined, is checked for special qualifications if any.

Q. Was it your job to place the various types of workers into the various departments?

A. As much that is a technical task, no administrative one; the social welfare department gave us definite instructions to send so and so many masons or construction workers' assistants to such and such a building site, for instance.

Q. Was it your job to assign the workers according to groups, for example, concentration camp workers and foreign workers and German workers?

A. Here we come to a point which is very important to me personally because the social welfare department in Auschwitz had nothing to do with the procurement and the hiring and utilization of inmates. We did not deal with the inmates; that was a matter which was taken care of by the SS - the Einsatzfuhrungstab of the SS - and the construction management.

Q. What do you mean by construction management?

A. I mean the I.G. Farben construction management.

Q. Which persons were concerned with this?

A. The construction manager was chief engineer FAUST, then there was Dipl. Ing. FRIDGE, and his deputy was Dipl. Ing. FISCHER.

Q. How did it happen that later on in 1944 you took over all workers' questions for all camps, and to what extent did this change your functions? (initial: Sch.)

(page 5 of original)

A. In 1942, on my own initiative, I thought that it was necessary to see to it that the workers, and that means Germans and foreigners, were well housed and fed. For this reason I intervened very early in these questions, without having been asked to do so and without taking any responsibility for it, when it was a matter of improving the organization of the camp, of checking up on the kitchens, and similar matters. I don't think the workers regretted these efforts of mine.

Q. Why did you take this initiative yourself, why did you intervene without having been asked to do so?

A. At the time when the plant had to start operations - that was the end of 1941 - any construction, even for a firm like Farben, was very difficult.

Q. That does not answer the question -

A. I am not finished -

Q. How did you happen to intervene? Were conditions so bad that you wanted to intervene, in any case?

A. I just wanted to describe that. It was very difficult, for example, to find good camp leaders. That was only one of many points, so that somebody had to be there permanently - at least that's how I saw it - to check up and regulate things properly.

Q. You still have not told us how you came to intervene; you must have seen something to cause you to do that, for example, that the situation was bad; did any one talk to you about it? Who talked to you about it? How did you find out?

A. I was under the impression that my superior, the director of the social welfare department, of Employee Relations, Dr. ROSSBACH, was so overburdened with work so that he could not make quick enough progress with certain things during the construction phase, that is, with the construction of the camps and their organization. Altogether I would like to emphasize the difficulties of this construction; it was actually a very difficult task.

Q. But, nevertheless, we still don't know to what extent you saw that

(page 6 of original)

conditions in the camps were so bad; you must have some direct impression of it, you can't improve something unless you know how bad it is. Then the conditions in the camps were very bad!

A. Well, I wouldn't put that so generally. But I would say that the initial difficulties naturally brought about certain situations which had to be stopped, in my opinion, as quickly as possible. And that's why I intervened as much as I could.

Q. What do you mean by "certain situation"?

A. For example, one of the camp leaders was not up to his job, he was too stupid; he could not establish the necessary contact with his own people in the camp. For instance, if one of the barracks leaked, which could happen, he did not succeed in getting something done about it at once, in getting sufficient roofing. That's the sort of thing it was, in various forms; some one had to watch out continually and see that things were taken care of.

Q. What other conditions did you want to improve by taking over these functions?

A. I don't understand the question.

Q. Well, you said that various conditions had to be changed which struck you as bad, that is, working conditions, food conditions, housing conditions, all prerequisites which are necessary —

A. As quickly as possible, I wanted to create the best possible housing and food conditions for the workers, as the basis for decent work. If I want to have some one work, I must create the necessary prerequisites for it.

Q. What then did you consider difficult? What conditions did you find when you voluntarily intervened?

A. I've already told you —

Q. That is not sufficient, just to say that the roof leaked somewhere (initial: Sch.)

(page 7 of original)

A. No, that was only one example of many. Or, to put it still more explicitly: a camp leader is perhaps too strict.

Q. Well then your actual intention when you intervened was to increase the working capacity of the people?

A. No, not at all —

Q. The productive capacity of the people was to be increased thereby?

A. No, I was not interested in that; it was natural to me that, if I use some one's services, I take the necessary care of him. I don't consider the result but the human basis.

Q. But you have told us that Dr. ROSSBACH had too much work and that therefore the construction did not progress quickly enough. Thus you were interested in speeding up the construction?

- A. Excuse me, that was a mistaken conception if my testimony were to be so understood. I'm talking of the organization of the social welfare department and of the construction of the camps, not of the plant. Please don't misunderstand me. I'm no technician. I'm a human being who, as a lawyer, came into this field of employee relations.
- Q. But the one is predicated upon the other. The factory could not be built without these prerequisites.
- A. That is quite clear, naturally. But the main thing for me, of course, is to look after the people and then to create a pleasant human relationship. That is what I considered important and in that I succeeded.
- Q. What did you know about the number of deaths in Auschwitz and in the Monowitz concentration camp?
- A. Deaths in Auschwitz? You mean in the concentration camp?
- Q. But there certainly is a proportionate figure, so what was the proportionate figure in the Buna plant and in the concentration camp? You must have some idea of how many people died per day during the course of a year.

(initial: Sch.)

(page 8 of original)

in the factory and in the various camps?
That certainly was a very important indication of the welfare of the people.

- A. First of all, I must say that we did not and could not have the slightest insight into the conditions within the inmates' sector, that is, within the concentration camp inmates' sector. There we had no insight at all, we could not know that at all.
- Q. Was it not your job to assign the workers to the various camps?
- A. Only the free workers, not the inmates. As I said, that was a matter for the construction management. In the Farben social welfare department we had not the least to do with the inmates.
- Q. Not even before 1944?
- A. No never.
- Q. What do you mean by "voluntary workers"? Do you mean Poles and Russian workers?
- A. I got your sarcasm - but we distinguished between workers deprived of their liberty, those were prisoners of war and inmates, and other workers, that is, human beings who could move around freely.
- Q. What did you know about the employment of Eastern forced labor?
- A. We were assigned Eastern workers. I cannot give a figure at the moment - I could probably give one, but I would first have to look at my documents which I don't have with me - When those Eastern workers were assigned they were subject to regulations of the Reich Labor Administration which I considered strange at the time. In my opinion, these regulations were very harsh and

also I could not understand them. I was not able to grasp the sense of these regulations. If I remember it correctly, an Eastern worker was not entitled, for example, to receive the normal wage, and similar things.

Q. Was Farben responsible for housing and feeding Eastern workers etc?

(initial: Sch.)

(page 9 of original)

A. The responsibility for feeding the Eastern workers rested with those agencies who issued the directives as to what amount of food, in calories, an Eastern worker was to receive.

Q. Let us express it more clearly: did Farben obtain the food for these workers?

A. Yes.

Q. Housing, too?

A. Yes.

Q. Did you ever go through the Monowitz camp?

A. No, I saw the camp leader, Herr SCHUTTEL, once or twice at the request of Dr. DIETRICH. I was there twice about matters which I can no longer remember today. But then I was not in the camp, but in the administrative barracks of Herr SCHUTTEL.

Q. How often did you go there?

A. Once or twice I was there for conferences which perhaps lasted 15 or 30 minutes each time.

Q. Can't you try to recall the purpose of these conferences?

A. I have been thinking about that a long time because I, expected this question, of course; the question is a quite natural one. But really I can no longer say. It may be that once it was a question concerning the construction of barracks, perhaps whether more barracks were to be built or something like that, but I no longer know exactly. In my opinion, it would be wrong if I were to put this into the record.

Q. But you were sent there by Dr. DIETRICH for some kind of conferences, then you surely had to make a report to Dr. DIETRICH?

A. Yes, that was certainly so. I simply told him what was discussed.

(initial: Sch.)

(page 10 of original)

It is too long ago, please don't forget that. Surely it was not an important matter, otherwise I would probably still remember it. For my work, too, it was unusual that I received such an order from Dr. DIETRICH. In general, Dr. ROSSBACH or the construction management did the negotiating because they had much more direct contact with the SS.

Q. But surely you attended many sessions in which workers' questions generally and welfare questions in particular were being discussed?

- A. If it was a matter of basic problems of this nature such matters were discussed in the so-called conference of main department chiefs.
- Q. What do you mean by "problems of basic importance"?
- A. For example, the following questions: should we build a new workers' camp or not; or how large is the recreation hall to be, should we build one at all and where; or how much can we spend on such a building, and similar matters. I am just picking these out at random. Basically and regularly I did not participate in these conferences of main department chiefs, simply because I was a man of lesser rank.
- Q. What people took part in these conferences?
- A. Regular participants in these conferences were the three directors, Dr. DUESSELD, Dr. EISEL, Dr. BRAUS, then the construction manager chief engineer FAUST, the commercial manager Dr. SAVILSBERG and my superior, the chief of the social welfare department, Dr. ROSSBACH; in certain cases also the plant foreman (Obmann) - that was the German Labor Front position - when general staff questions were discussed.
- Q. How did you know what was discussed in these conferences when you yourself were never present?
- A. I did not always hear what was discussed there.
- Q. From whom did you hear about it when you did hear something?
- A. Usually, it was up to Dr. ROSSBACH to inform me, too, about these matters. But Dr. ROSSBACH did not always do this part of his duty because he either forgot it or did not find the time for it.

(initials: Sch.)

(page 11 of original)

- Q. All these were only data for general informational purposes. As you can imagine, we found out from various sources that thousands upon thousands of people died in Auschwitz and that was admitted, too, by various sides. The reasons were poor food, poor working conditions, slave driving methods, etc.; you always tell us that, when labor questions were discussed it was mainly about problems of building more houses and similar matters. In other words general matters which had nothing to do with the core of the whole thing. According to what you tell us these conferences were more about immediate topics not directly related with the workers.
- A. To begin with, I want to state that nobody here has asked me in a manner that would cause me to answer in such a way. I have not yet been asked how were the conditions of the concentration camp inmates? The argument can only apply to these matters; at least that is how I understand it.
- Q. Kindly respond to our questions directly -
- A. One must differentiate between matters that happened under the jurisdiction, under the sphere of power of the SS and that of I.G. Farben.

- Q. Quite apart from the fact how conditions at the SS were and how the workers got there it was the responsibility of IG to care for the feeding and billeting of these people, the Eastern workers and the inmates of the concentration camps, wasn't it?
- A. No. That is not correct said. I.G. Farben was responsible for all persons who were not in concentration camps, there was no doubt of that.
- Q. But how do you reconcile that with the fact that IG Farben built the Monowitz concentration camp?
- A. The Monowitz concentration camp was not actually a concentration camp, contradictory as that may seem. The Monowitz camp,

(initial: SOhn.)
(page 12 of original)

- A. as far as I know, was one of 30 such branch camps in Upper and Lower Silesia - I am not an expert and I didn't count them - branch camps of the main concentration camp of Auschwitz. That is what I know. It was one of the branch camps with but one object, to wit, to support the war industry of Upper Silesia in regard to manpower; at any rate, that is how it was always explained to me.
- Q. Then in your opinion IG Farben was not responsible for the Monowitz concentration camp in spite of the fact that it was built by Farben with the purpose of having concentration camp inmates near the factory? That was the purpose for which it was built by I.G., wasn't it?
- A. That is right and I think that is only natural. The idea and the suggestion to build the Monowitz camp originated with I.G., yet IG was never the master of this camp in Monowitz, if I may say so, at no time, to my knowledge. The SS would never and with an iron will have tolerated that.
- Q. Do you know Christian SCHNEIDER?
- A. I met him twice, but I want to point out at once in this connection that I am neither related to him nor have any connection whatever with him.
- Q. Where did you meet him?
- A. I met him for the first time during my activity as consultant to the Chamber of Industry and Commerce in Halle/Saale. That must have been about 1938 or 1939 and later I saw Christian Schneider once more when Dr. Daerrfeld hired me in Leuna for IG Farben Auschwitz and I was introduced to Herr Schneider.
- Q. Were those the only two occasions you met Schneider?
- A. No. I must add a third one. Christian Schneider was in Auschwitz once more and I saw him in the evening. I think during that day there had been a construction conference - I didn't take part in the conference but I attended the dinner which took place at night in the mess hall of IG Auschwitz.

(initial: Sohn.)

(page 13 of original)

Q. Do you know ter Meer?

A. No, I don't know him.

Q. Rustofisch?

A. No - yes, yes I did meet Rustofisch at Auschwitz, presumably on the same occasion I met Christian Schneider. I think both of them were there.

Q. Do you know Ambros?

A. Yes.

Q. Where did you meet him?

A. I was introduced to AMBROS at Auschwitz. He was there often; he regularly attended construction conferences and during one of his visits, probably the first one, I was led up to him as the new horse of the stable.

Q. What was the main problem in the construction of the Buna plant in Auschwitz? Was it material or personnel?

A. I think the procurement problems for material things like appliances, machines etc., they were almost as difficult as the basic problem with which we always wrestled, namely the procurement of an adequate number of German specialists. Those were the two main problems. Perhaps I may explain the requirement of German workers a bit more. We built this plant in 1941, that is to say pretty late, during the war. Consequently, German specialists were almost unobtainable; in addition we were working in a foreign country and thus our yearning for German specialists.

Q. According to this, the question of unskilled workers was no problem since the Monowitz concentration camp was nearby?

A. No, there is no connection there. On the contrary, I can state that IG Auschwitz - to be quite safe I only mention Auschwitz because I don't know the general attitude of IG towards this question - would repeatedly and gladly have paid money if

(initial: Schm.)

(page 14 of original)

they had not had inmates. Such a reaction is quite natural as it is terribly hard to see the SS working within an economic structure like this construction site.

Q. Do you know WURSTEN?

A. No.

Mr. van Street had no further questions, interrogation continued by Mr. Elben)

Q. We have heard from various sides that all employees of IG Farben knew that gassings of concentration camp inmates took place in Birkenau. What do you know about this and how much information did you get about this? How much did you know of how much other people knew about this?

- A. During my whole time at Auschwitz I never heard the word "gassing"; however, I did hear numerous rumors about the cremation of human beings within the Auschwitz concentration camp.
- Q. When did you first hear of this?
- A. Early in 1942.
- Q. Which people talked about this?
- A. Employees of the firm. They said, did you hear —
- Q. Were these people from your department?
- A. It is highly probable that people from my department were among them. Who, in fact told me about it was a question which did not concern me.
- Q. We also have testimony even by the Commandant of the concentration camp HESS, to the effect that the odour of these burnt corpses was very strongly noticeable —
- A. I would have come to that. There was a time at Auschwitz — it is impossible for me to fix the exact time if I want to be perfectly accurate — at any rate there was a time
(initial: Schm.)

(page 15 of original)

at Auschwitz, when we noticed a very strong odour, which puzzled us at first naively and unsuspectingly.

- Q. About what time was that?
- A. It must have been around 1942, too, 1942 or 1943. It is hard to place the exact period in retrospect. The population discussed this odour at great length. For a long, long time I believed the rumor, that cremations were carried out in the camp, as there had been epidemics of spotted fever and typhus, too, was supposed to be very strongly prevalent. We personally had witnessed two cases of quarantine at the Auschwitz concentration camp during which the inmates did not come to the building site. It was then said that Russian prisoners had arrived who were so sick that they died so to speak like flies. Other similar discussions were current.
- Q. We know very well that I.G. Farben people had knowledge of the fact that the extermination of human beings took place in that manner. Do you know anything about whether important I.G. Farben people talked about it?
- A. No, I cannot say that.
- Q. However, it can be said that it was generally known that something was not quite right?
- A. I won't go so far as to say that, I can only state my own opinion. I cannot testify about what others thought but only about what I myself felt and thought.
- Q. Now, you are a jurist. You know, one doesn't live in a vacuum, but you hear what other people tell you and you learn what other

people think, and in that way you get a general knowledge of happenings.

- A. Roughly until the Spring or early Summer of 1944 I seriously believed the explanation of epidemics etc. However, then something happened

(initial: Schm.)

(page 18 of original)

which shook this explanation and which started to raise doubts in the accuracy of all my previous assumptions. One of my office chiefs, Georg Heinrich by name, told me that he had spent an evening at a party with an SS-leader order guard of the Main-camp-Anschwitz - the concentration camp. During the party the SS man had drunk a great deal, a great amount of brandy, as a result of which he got a kind of moral hangover and tearfully and with signs of strong emotion, told of bodies being burnt on pyres. Pyres were supposed to have been erected - I myself did not see them but I saw the glow of the fire at a distance of several kilometers - however I cannot state under oath that I knew them to be these pyres. This SS man is also said to have stated that he himself had seen that living human beings were thrown on these pyres.

- Q. Please continue.

- A. From that moment, if I may say so, I had lost my peace of mind.

- Q. Did you ever discuss this with anyone?

- A. I discussed it with my wife. I myself was endangered politically through my work at Auschwitz. I don't know how much is known here about me, at any rate, I had to be very careful and took care not to discuss it with anyone. I didn't have a friend in that neighbourhood with whom I could have discussed it, and therefore I only talked about it with my wife.

- Q. What kind of a party was it at which the SS man started to talk? Were there many people present?

- A. I don't know, but I consider ^{it} impossible because the SS man would not have mentioned the subject in a crowd.

- Q. Why not? If he was that drunk he would not have cared if 50 people had been present.

(initial: Schm.)

(page 17 of original)

- A. I don't know how many people were present.

- Q. Do you assume that such incidents were not related often, that SS people broke down and started talking while drunk? Surely, that was not an exceptional case?

- A. I don't know, but I don't consider it very probable that many incidents of that type happened because I myself only heard of this case at a very late date. One might assume that if many had talked we would have learned much earlier the facts the knowledge of which is such a burden to us today.

- Q. What did you know about internal working conditions? We know very well,

for example, that people in the factory had to work at a murderous speed and that the turn-over of workers was so great that it must have been noticed.

A. In my opinion one must distinguish here correctly. I am convinced that the turn-over, as you call it - we called it fluctuation - of workers was caused by the SS.

Q. What do you mean by that?

A. The SS did not pay the slightest attention to the desire of I.G. Farben to have the same inmates at the same work location whenever possible. That was our desire, because the constant change of workers disrupted the regular course of work.

Q. You must have wondered why workers changed so often?

A. Yes, I can tell that exactly. Although I had nothing to do with the work as such, because it was not in my sphere, I do know, however, that at conferences the questions of fluctuation, its causes and how to combat fluctuation among inmates was constantly discussed. Whenever the question of the cause of this fluctuation came up, there was never a reasonable

(initial: Schm.)

(page 18 of original)

explanation for it. We all wrestled with the problem like blind men. From what I remember the SS gave the most circuitous and complicated explanations for the unavoidability of these constant fluctuations.

Q. Did you ever take a closer look at the reasons for these fluctuations? Did you try to?

A. I personally did not.

Q. What about the Management?

A. I consider that a certainty without, however, knowing it.

Q. Don't you think that you should have tried to find out whether these people were dying from exertion, because of the bad food or because they were gassed?

A. You must draw a dividing line here. I am convinced that the question of fluctuation has no connection with the question of work, which has to be considered separately.

Q. But you must have noticed that the workers were undernourished and that their state of health was very poor.

A. To be sure, the inmates quite often did not present a pleasant sight. Whenever we succeeded in keeping the inmates in the Monowitz camp for longer than usual periods, whenever we had this fortune, then they looked better than before and not worse.

Q. We know, for instance, that the people were carried out of the factory half dead and that in spite of this they had to appear at roll-call in the evening, whether they were alive or dead.

A. I have not only heard of odd cases of this kind, I have also seen that some of the inmates were sick.

(trans.note: following sentence handwritten) Some of them gave an impression of lifelessness, but I would have had to be a doctor to determine death. Today I am certain that some of them were dead.

Q. Were they carried out of the factory?

A. Yes, some of them were carried out.

(initial: Schm.)

(page 19 of original)

Q. And not only you saw this, but the directors must have known about it, too.

A. Yes, that is probable. But the question is whether the number of such losses was very high, whether they were dead or sick.

Q. When these people were carried out, who troubled about what happened to them, whether they would come back again, whether they ever appeared again? After all, those were the workers in whom Farben was interested. Suppose you have a factory and one of your workers is carried out half dead, then you would probably be interested in what happened to him, wouldn't you?

A. Farben was certainly interested. But the question is how far this interest could be put into practice. What could they do in this matter. Because, as far as I know, the SS never answered inquiries about anybody. There was no way at all of finding out whether such a man had been sent to another camp or whether he came back to the construction site. That was impossible to ascertain, he may have turned up in another squad.

Q. Did Ambros and Duerrfeld know about it? After all, they were very often in the factory?

A. Duerrfeld was often there, but as far as I know Ambros only very seldom.

Q. But both certainly saw at some time how those people were carried out, didn't they?

A. There you ask me too much, that I don't know.

Q. But if you knew about it, then they must have known about it, too?

A. If I knew about it, I nevertheless cannot say with certainty that they also knew about it. I cannot say definitely that Ambros or Duerrfeld saw a dead inmate. That would be difficult to say; I would only like to state what I really know.

Q. But it can be assumed that they know about it. So even if they should not have seen it for themselves it is nevertheless possible that at least they were informed about it, isn't it?

(initial: Schm.)

(page 20 of original)

A. Certainly they were informed. That was, of course, a subject about which the whole plant was talking.

Q. Did you yourself witness mistreatments on the part of the work

supervisors, carried out in the factory itself?

- A. What mistreatments occurred I did not see myself, but I certainly saw the victims of such mistreatment; not however among the inmates but among the other people, the foreigners, for instance. It would happen, for example, as could happen on any construction site, that an angry foreman would hit out. That should not happen and we always fought against it. In such cases the foreigners came to me very often, that is to me personally, because they were convinced that I would help them. This I experienced frequently.

Q. Who supervised these workers?

A. Do you mean on the construction site?

Q. In the Buna factory.

A. Are you talking about the inmates?

Q. What that different, in the factory itself?

A. In the factory itself the inmates worked in squads. These squads were under a Kapo. The Kapo reported to the assistant foreman or the foreman who was to assign this squad.

Q. We know about that. Do you know that the inmates were badly treated by the Kapos?

A. Yes, especially in the beginning, or actually only in the beginning, the Kapos treated the inmates very harshly. They beat them, or kicked them and so on. My impression was that the Kapos did this so that the guard...

Q. The SS men?

A. Yes, so that the SS men would consider them sharp loaders and tough guys. I suppose they had advantages that way.

(initial: Schm.)

(page 21 of original)

Q. But the Farben people were there and knew about it?

A. Yes. And Farben, I mean the management of the plant, Dr. Duerrfeld and other people too, for instance, Herr Sereisberg * (on the occasion of plant conferences)*, who actually did not have to worry about these things, brought up this question repeatedly, and repeatedly negotiated directly about it with the camp commander's office, even with Herr Hesse himself. And Dr. Duerrfeld sent me twice - that must have been in the middle or the end of 1942 - to Hesse with no less a task than the following: "Schneider, now try to make it clear to the men that things can't go on like this. I don't care what arguments you bring forward, use your own skill. But have one more very last attempt to talk to Hesse and get these beatings by the Kapos stopped once and for all." Then I went to Hesse and only found one single argument to use. I said: "Herr Hesse, please get these beatings stopped. Think of the disastrous consequences of these trashing scenes in view

*-----*handwritten initialed addition on original.

of the fact that we employ so and so many foreigners here and the number is increasing. These people make regular trips home, to Holland, France, Italy, and will tell the whole world what things are like here." That was the only sensible argument which I could put to Herr Boss.

Q. But the situation didn't improve, did it?

A. Oh, yes it did. I would really be lying if I said that nothing changed. I won't say that my intervention improved matters, but really quite a material improvement took place. From the middle of 1943 at the latest, one could no longer say that a crazy beating of the inmates was taking place on the construction site.

Q. And what was it in the factory?

A. Exactly the same. In my opinion in the factory this had played no part at all, I don't know any details.

(initial: Schm.)

(page 23 of original)

Q. I'd like to ask you one more question. Warben had a direct railway track to the plant, hadn't they, where the transports of concentration camp inmates arrived?

A. No, not as far as I know. We had a direct Reich railway connection - that must have been in 1943 - but this Reich railway connection was never used for the transport of concentration camp inmates.

Q. But we know that it was used for this purpose.

A. I don't believe that, - under no circumstances.

Q. Did you see transports of inmates arrive?

A. I never saw transports arriving by rail. I saw the newly arrived inmates on the road between the plant and the Auschwitz concentration camp, hundreds of them --

Q. What was the condition of these inmates?

A. The condition varied considerably. One cannot say that generally speaking they all looked bad.

Q. But some of them were half-dead, weren't they?

A. No, one cannot go so far as to say that either. But actually they were very varied. At any rate, I never saw a transport of inmates arriving with any kind of train at the construction site. I think this information is quite incorrect.

Q. What did you discover about the conditions in the concentration camp?

A. Nothing.

Q. But you heard about the cremations?

A. Yes, but only very much later on. And I can say nothing at all about the other conditions in the concentration camp.

That is all for today.

Witness: I have carefully read every one of the 23 pages of this interrogation under oath and have signed it personally. I have made the necessary corrections in my own handwriting and initialed them. I hereby state under oath that in this interrogation I have spoken the pure truth according to the best of my knowledge and belief.

(initial: Sohn.)

(page 23 of original)

signed: Helmut Schneider
Helmut SCHNEIDER

Sworn to and signed before me this 14th day of July 1947 at Nuernberg, Germany, by Mr. Helmut Schneider, known to me to be the person making the above statements.

(signed): Alfred E. Elser
Alfred E. ELSEN,
U.S. Civilian,
AOO # A-165613.

CERTIFICATE OF TRANSLATION

I, John J. DOLL, AOO A-444412, hereby certify that I am thoroughly conversant with the German and English languages; and that the above is a true and correct translation of Document No. NL-15135.

John J. DOLL,
U.S. Civilian,
AOO #A-444412.

E E D

Case 6
sup. 1/2
push.

TRANSLATION OF DOCUMENT No. NI-14516
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

Eth # 21321

Affidavit.

I, Helmut Schneider, residing at Oberer Briftweg 22, Coalar, born on 9 May 1910 at Schkewitz, after having been informed that I make myself liable to punishment if I make false statements, voluntarily and without compulsion herewith state on oath the following:

1. From October 1941 until January 1945 I was worked in IG Auschwitz. Half a year after I began working in Auschwitz, I took over the management of the sub-department for workers' affairs of the social department of IG Auschwitz. My working sphere comprised: protection against induction for German plant members, all problems concerning wages, tariffs and leaves and all formal matters in connection with employment of workers. Without any official order and on my own initiative participated in camp affairs concerning Germans and foreigners, as I thought it was necessary to improve conditions in the camps, to find better camp leaders and to speed up the camps' organization in general. My superior in the social department, Dr. Martin Rossbach, was swamped with work and in my opinion he was not able to expedite the construction of the camps speedily enough.

2. The highest number of people employed in the IG Farben plants Auschwitz was reached at the end of 1943, beginning of 1944, when a multitude of 32000 to 43000 men worked in the IG plant, at the building site and in Monowitz.

3. We differentiated between two groups of workers: workers deprived of their freedom - those were POWs and prisoners - and other workers. According to opinion I held at that time there existed peculiar regulations for forced labor from the East, which in my opinion were very hard and not to be understood. I was unable to recognize the meaning of these regulations. - The IG Farben plants Auschwitz procured food and billets for the Eastern workers.

(Page 2 of original)

4. The numbers of prisoners in IG Auschwitz was currently reported to statistics, which then handed on their lists. Thus not only the competent IG offices but also GEBau (Professor Krauch) were informed on the number of prisoners allocated to IG Auschwitz. Camp Monowitz had a maximum capacity of 10 000 prisoners. From the statistics from the building sites I know that at the IG building site itself there worked approx 7500 - 8500 prisoners.

5. The construction firms working in Auschwitz requested the necessary workers from the IG construction management Auschwitz, which had to provide their labor with the exception of the nucleus workers (Stammarbeiter), who had to be provided by the construction firms. At the so-called conferences of the managers of the main departments it was stipulated, too, that such and such a percentage of the workers could be prisoners. The basis for allocations of prisoners are general agreements. The construction management of IG Auschwitz or Dr. Darrfeld discussed this with the allocation staff of IG Auschwitz.

6. Workers' - and social welfare - problems of principle importance were discussed at the so-called conferences of the managers of the main departments. Regular participants in these discussions were Dr. Duerrfeld, Dr. Blafeld, Dr. Braus, Oberingenieur Faust, the economic manager Dr. Sayeleburg, the manager of the social department, Dr. Rosshach. If the discussion was concerned with general workers' problems, then the Betriebskassmann of the IAG was present, too. I myself did not regularly participate in these conferences of the managers of the main departments.

7. It was the purpose of the Work-Allocation Advisory-Office, of which foreman (Meister) Fischer was in charge at the IG construction site Auschwitz, to remove the lack of supervisory personnel at the construction site, to avoid wrong allocation of labor, that is, to see to it that not too much labor was allocated in one place and too little in another. This office also saw to it that skilled laborers were allocated to work of their profession if possible; besides it also was in charge of re-education of workers.

(Page 3 of original)

8. By order of Dr. Duerrfeld I have approximately twice been to see Schoettl, the SS-commander of the Monowitz prisoners' camp of IG Auschwitz.

Monowitz was one of the 30 outside depots of the main concentration camp Auschwitz, which had to assist the armaments industry through labor allocation.

The idea and the suggestion to set up Monowitz originated with the IG.

9. There was a constant change of prisoners working in IG Auschwitz. In the various conferences we repeatedly discussed these fluctuations, for which we could never find a sensible answer. The answers given by the SS to our constant queries concerning these constant changes were the most varied kind.

10. At the beginning of the construction work the prisoners who left the construction site Auschwitz when the workshift had ended, at various times carried with them to Monowitz sick prisoners and those who looked like dead. The prisoners with their shorn heads and their striped clothing, which was completely insufficient in winter- and I especially think of assembling parts in very cold weather- gave an abnormal impression. And besides they were emaciated and had peculiar, blue faces which had a depressing effect.

11. Shirkers were reported by the foremen through the plant bureau and the competent technical bureau to the department for the staff of employees and workers, and if it concerned the allocation of firms, to the firms. This report was being sent on to the Labor Office. Based on these reports the Labor Office could affect the assignment of shirkers to correction-work-camps. At one time such reports were also channelled through the Gewerkschaft.

12. Approx. in 1943 a decree was issued by the Gestapo, according to which in certain cases of offenses against labor discipline

(Page 4 of original)

the persons in question could be sent to a concentration camp.

13. In IG Auschwitz V-men, that are confidential agents (Vertrauensleute) worked as stool-pigeons of the Gestapo.

14. The men living in the Macowitz correction-labor-camp were treated like prisoners. The set-up of the correction-labor-camp has been discussed with Dr. Duerrfeld. Dr. Duerrfeld vehemently protested against it.

15. I believe Dr. Duerrfeld negotiated with SS-Obergruppenfuehrer POHL, in order to obtain clothing from the Auschwitz KZ, which had been meant for the IG staff of employees and workers. Thereupon Dr. Roszbach received the order, to make and sign the agreements concerning the purchases with the SS-officer BURGHE of the Auschwitz KZ. These concerned a considerable amount of clothing. It is possible that the IG may have paid the SS wine and PX-goods for the clothing.

16. Approx. at the beginning of 1942 numerous rumors were heard in Auschwitz concerning the cremation of people in the Auschwitz KZ. Often a peculiar smell could be noticed too and at various times I saw a glare of fire over Auschwitz KZ.

In 1944 one of my office supervisors, Georg Heydrich, told me the following: He had spent an evening with one of the SS-men of the Auschwitz main KZ, when this SS-man after having drunk too much, had had a kind of moral hangover, and weeping he had talked of the cremations on pyres. And even living human beings had been thrown onto these pyres.

I have carefully read each of the 5 (five) pages of this affidavit and I have initialled them in my own handwriting, have made the necessary corrections in my own handwriting and have initialled them and I declare herewith on oath (Page 5 of original) that according to my best knowledge and belief I stated the pure truth in this declaration.

(signature) Helmut Schneider

Helmut Schneider

Sworn to and signed before me this 4th day of March 1948 at Nuremberg by Helmut Schneider, known to me to be the person making the above affidavit.

(signature) Benvenuto von Halle

Benvenuto von Halle

ABO D 432532

Office of Chief of Counsel
for War Crimes.

TRANSLATION OF DOCUMENT NO. NI-14516
CONTINUED

C E R T I F I C A T E

By letter dated 7 March 1948 Helmut SCHNEIDER asked me to make the following changes in the above affidavit:

It should read:

- a) "Concentration Camp Auschwitz" instead of "Monowitz" under 10) line 3,
- b) "IG Construction Site" instead of "IG staff" under 15) line 2.

Sverburg, 18 March 1948.

(signature) HERBERT VON HALL
HERBERT VON HALL
AGO D 42512, US Civ

C E R T I F I C A T E O F T R A N S L A T I O N

I, EMY ROSENBERG, ETO 320076, hereby certify that I am thoroughly familiar with the English and German languages; and that the above is a true and correct translation of Document No. NI-14516.

EMY ROSENBERG
ETO 320076

Have to
rep. 1/2

Exh # 2135

TRANSLATION OF DOCUMENT No. WL-15334
OFFICE OF CHIEF OF COUNSEL FOR WAR
CRIMES

| | |
|-------------|--|
| ROTHM | Chief of Staff |
| v. KRAUSER | Major General |
| v. HETTER | Major General |
| STACHE | Major General |
| JUTTNER | Brigadier General, later Major General |
| HENT | Major General |
| SCHWENKELER | Major General |
| KETTERER | Major General (Physician) |
| LUDIN | Major General |

List of the leading people of the SA whom I can remember.

6 February 1947. (signature): Dr. GATTINEAU

(page 2 of original)

| | |
|------------------|-----------------------------|
| General STAFF | Office for Armament Economy |
| Hptn. BECHT | |
| LANGHANS | War Economy administrator |
| Dr. FISCHER R.R. | War Economy Administrator |
| Hptn. Dr. KLOCH | |

List of members of the O.K.W. whom I can remember.

6 February 1947. (signature): Dr. GATTINEAU

(page 3 of original)

| | |
|---------------|---------------|
| BERGMANN | Major General |
| RAINER | Major General |
| KRAUSFUSS | Colonel |
| HEPPLER | |
| HEBEL | |
| SEYSS INQUART | |
| FISCHROCK | |
| REINTHALER | |

List of the leading people of the SS whom I can remember.

6 February 1947. (signature): Dr. GATTINEAU

-3-
TRANSLATION OF DOCUMENT No. NL-15234
Cont'A

(page 4 of original)

ALFRED HORN

HITLER

KESS

COOPER

WALK

WALK

List of the leading people of the NSDAP whom I can remember.

6 February 1947.

(signature): Dr. GOTTHELF.

CERTIFICATE OF TRANSLATION

I, JOHN J. BOLL, AGO A-444412, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. NL-15234.

JOHN J. BOLL,
U.S. Civilian,
AGO A-444412.

B Y D

Case 6
sep. 1938
26

TRANSLATION OF DOCUMENT NO. NI-11260
OFFICE OF CHIEF OF COUNSEL
FOR WAR CRIMES.

E-4-2136

I.G. FARBENINDUSTRIE
AKTIENGESELLSCHAFT
KARLSRUHE

BERLIN NW 7
Unter den Linden 78
30 June 1938

(Stamp):

'Eng. Keller' 'Initial'
'Dr. Friedl' '
'Dr. Fritscher' '
'Dr. Johan' '

return to-'Dr. Pfeiffer' 'Initial'

Director R. Pfeiffer
Oester. Creditanstalt-Wiener Bankverein,

Vienna I.,
Schottengasse 6-8.

Dear Sir,

*) concerning
the lowering
of prices
which was as-
ked for, amount-
ing to 0.10%
-15% of the
total turn-
over.

** (handwritten
marginal
note):
but not de-
cisive ...
(illegible
shorthand
notes follow)

(page 2 of
original)

We confirm the telephone conversation of
29 June 1938 between you and the undersigned (right
and in reply to the letter *) sent on the same date
by Generaldirektor Engelsender to the afore-mentioned
undersigned we would like to take the opportunity
of informing you that we believe the agreement made
with you for evaluating the Skodawerke-Wetzlar A.G.
shares which are to be purchased on the ** basis
of the report of the Deutsche Revisions- und Treu-
hand A.G. (German Auditing and Trustee Corporation
Ltd.) represents a solution which accommodates all
viewpoints. With regard to the question of the possi-
ble effect of the price reductions which have now
been undertaken by order of the price commissioner we
would recommend that in view of the fact that today
one cannot yet see this whole group of questions in
the proper perspective, it should be arranged for
a special conference to be held with you, as far
as the report of the Deutsche Revisions- und Treu-
hand A.G. (German Auditing and Trustee Corporation
Ltd.) should give any grounds for the same. We
do not think, however, that when we hold our final
negotiations for the purchase these questions will
give rise to any serious difficulties.

Heil Hitler!

I.G. FARBENINDUSTRIE AKTIENGESELLSCHAFT
(signed): Ilgner (signed): Gattineau.

CERTIFICATE OF TRANSLATION

I, DOROTHY E. PLUMMER, USFET 482, hereby certify
that I am thoroughly conversant with the English
and German languages and that the above is a true
and correct translation of Document NO. NI-11260.

18 December 1947

DOROTHY E. PLUMMER
USFET 482.

leave 6
up 10

TRANSLATION OF DOCUMENT NO. NI-14504
OFFICE OF U.S. CHIEF OF COUNSEL
FOR WAR CRIMES.

E+h #4137

(Handwritten): Copy Weber-Andreas
Knefliger

20 March 1939.

Director Dr. Kuchne,
I.G. Farbenindustrie A.G.
Leverkusen - I.G. Plant.

Personal.

Dear Dr. Kuchne,

I have heard that a certain Dr. Bilgeri who is adjutant to the state commissioner Raffelsberger in Vienna, and who was of great service to us during the transactions in the Oetmark, is to become president of the chamber of commerce in Vienna. Dr. Bilgeri is now obviously looking for a material background to this honorary position and has approached Dr. Gattineau, with whom he is on friendly terms, with the question as to whether such a background could not be created for him by his entering the Vorstand of the Donau-Chemie A.G.

I beg to inform you that I myself as well as Harry Weber-Andreas, to whom I have just spoken, feel the greatest hesitation about such a plan, above all for the reason that it would put a heavy and unnecessary burden financially on the production corporation. As you always pointed out yourself, and quite rightly, that the production corporation cannot bear any exaggerated expenses and must work as cheaply as possible, I am convinced that you will share our scruples, and that in this letter I shall be knocking at an already open door. In addition, may I point out that the acceptance in the Vorstand of the Donau-Chemie A.G. of someone who has no closer connections with I.G. would strengthen certain tendencies to shift the control of the companies in the Oetmark from Frankfurt and/or from the Chemie to Berlin. In illustration of these tendencies I have sent you the copy of a letter which I wrote today to the Legal Department Berlin, NW 7.

With best wishes

Yours faithfully,

(Stamp): signed Bahl.

CERTIFICATE OF TRANSLATION.

I, DOROTHY E. PLUMMER, USFET 482, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document No. NI-14504.

3 March 1948

DOROTHY E. PLUMMER
USFET 482.

(E N D)

Case 6
sep 1938
W

Exh # 2138

TRANSLATION OF DOCUMENT NO. NI-14505
OFFICE OF U.S. CHIEF OF COUNSEL
FOR WAR CRIMES.

Dr. E. Kuhne
Member of the Vorstand
of I.G. Farbenindustrie Akt.-Ges.

Leverkusen-I.G. plant,
21 March 1939
Tel.: Office Cologne No. 60941
Local: Office Cologne No. 1450741.

(Stamp): personal

Ministerialrat (retired)
Dr. Buhl

F r a n k f u r t / M a i n

Grünerbergplatz.

Dear Dr. Buhl,

Many thanks for your lines of the 20th inst.
about Dr. Bilgeri. I am entirely of your opinion that
the choice of Dr. Bilgeri for the Vorstand of Donau-
Chemie would mean an unbearable burden and I shall
turn down the question completely.

Herr Raffeleberger asked me to go and see
him when I am in Vienna. I hope, however, that by then
the affair will no longer be so acute.

With best wishes,

Yours faithfully,

(signed): Kuhne.

(initials): Buhl.

CERTIFICATE OF TRANSLATION.

I, DOROTHY E. PLUMMER, USFET 482, hereby certify that I am
thoroughly conversant with the English and German languages
and that the above is a true and correct translation of
Document No. NI - 14505.

3 March 1948

DOROTHY PLUMMER
USFET 482.

(E N D)

Case by
sp. inst.
sp. 26

TRANSLATION OF DOCUMENT NO. VI-8578
OFFICE OF CHIEF OF COUNSEL FOR WAR
CRIMES.

AFFIDAVIT

Exh 4139

I, Dr. Heinrich GATTINEAU, at present in Nuernberg, after having first been warned that I will be liable for punishment for making false statements state herewith under oath of my own free will and without coercion, the following:

Some time before the "Anschluss", Skoda-Wetzler approached Farben of its own accord in order to interest Farben in acquiring the majority in its stock capital and thus obtain for Skoda-Wetzler the technical assistance and funds which Farben could supply for the extension and modernization of the Skoda-Wetzler plants, a process which was absolutely necessary if the plants were to continue to function on a profit-making basis. Farben, at that time, could not make up its mind to take over. The plants were in very bad condition generally because, owing to the small profits being made, less money was invested, the cost of production was very high so that the plants could exist only by dint of tariff protection measures.

When I returned from Africa at the end of April or the beginning of May 1938 ILONER instructed me to go to Austria to see that two State Commissioners (Statskommissar) appointed for Carbid-Werk Deutsch MATREI and for ANILINCHENIE G.S.B.H. respectively, were recalled. One of the reasons why I was chosen for these tasks was that I knew BILGERI of the staff of the State Commissioner for Private Economy, Raffelsberger, from the "Oberland." The result of the negotiations regarding the commissioners was that these never were recalled but had to be employed by us in some other capacity.

My other assignment was to occupy myself with the negotiations regarding the acquisition of the majority of Skoda-Wetzler which had in the meantime been resumed by Guenther SCHILLER. I was to replace SCHILLER who had had a few disputes with the authorities in Vienna and to support FISCHER.

(page 2 of original)

in his negotiations for the acquisition of the SKODA majority.

In the further course of these negotiations FISCHER entrusted me with various tasks, such as the following:

- 1.) to ascertain what conditions the State Commissioner for Private Economy RAFFELSBERGER will impose in the SKODA affair
- 2.) SEYS-INQUARTS wishes in this affair
- 3.) to inform the Lord Mayor of Vienna-NEUBACHER. NEUBACHER had formerly been employed by Farben and was under an obligation towards the latter. For this reason he gave us his utmost support with the competent Austrian authorities
- 4.) possibly to inform KEPPLER
- 5.) if necessary, to see RIEDL

- 5.) in the individual phases of the negotiations also to clarify questions with Messrs JOHAN, PFLEIFER, HELLER, and FISCHBOECK of the Austrian Kreditanstalt. (I conducted part of the negotiations by myself and part of them with Messrs ILNER, FISCHER and KAEFLIGER.)

Apart from the actual purchase negotiations with the Kreditanstalt we had official difficulties to surmount above all. The conditions imposed by State Commissioner RAFFELSBERGER included the realization of as large a program of investments as possible and the employment of Austrians, especially in leading positions. It was also necessary to obtain the approval of KEPLER's and KERRL's offices. Even before my departure for Austria at the end of April or the beginning of May, I had obtained from BERGMANN, the official in charge of questions concerning Austria at the Reich Ministry of Economics, the approval in principle of the Reich Ministry of Economics for our plans in Austria.

(page 3 of original)

As a rule it was easier to convince the Austrian authorities of our motives than to convince the German authorities in Austria, because the former were interested in achieving a promising economic development as soon as possible in order to be in a position to cope with competition to cope with competition inside Germany also. They hoped that these aims would be realized if Farben was interested in the matter.

All I know about the previous negotiations concerning the acquisition of SKODA-WETZLER by Farben is that WEBER-ANDREAS negotiated on SKODA-WETZLER's offer to sell and that at that time the matter was dropped because Farben refused the offer. Farben's new interest in SKODA-WETZLER resulted from the participation of D.A.G. TROISDORF in Karbidwerk DEUTSCH-ÖSTERREICH. To this must be added that Farben was already supplying Austria with heavy chemicals and that in the case of a fresh development and extension of Austrian chemical industry it did not want to lose the market to some other chemical group. For this reason too it was willing to support the development of the chemical industry in Austria by supplying technical aid and making its credit resources available.

On 2 June 1938 RAFFELSBERGER finally consented to the acquisition of SKODA-Werke and to the merger of this firm with Karbidwerke Deutsch-ÖSTERREICH A.G. into Donau-Chemie A.G.

Conferences took place with RAFFELSBERGER, BILGERIE, NEUBACHER, SEIB-INGART, JOHAN, PFLEIFER, FISCHBOECK, KERRL, RIEDL, and KEPLER both before and after the conclusion of the agreement in May and June; Dr. ILNER, Dr. FISCHER, Dr. KUGLER, Consul KAEFLIGER, Dr. MAYER-NEBELIN and myself also attended some of them on different occasions. As regards the negotiations, I know that Farben sought and found a fair solution. The purchase price

(page 4 of original)

paid was very high, even allowing for the fact that the assets were estimated to have a very high value; as far as

TRANSLATION OF DOCUMENT NO. NI-9578
OFFICE OF CHIEF OF COUNSEL FOR WAR
CRIMES (continued)

I remember, it was calculated in Reichsmark and amply protected the interests of the shareholders.

I was responsible to Dr. ILGNER for my share in the negotiations concerning SKODA-WETZLER. I also made frequent reports to him on the situation in Austria. ILGNER and FISCHER kept the Commercial Committee currently informed. In any case, it is a fact, that the acquisition of SKODA-WETZLER had to be approved by Farben's Vorstand.

Not until later, when the purchase agreement with Kreditanstalt had already been concluded did it come to my knowledge that the ROTHSCHILD group was associated with Kreditanstalt. At the time of our negotiations I was also ignorant of the fact that Deutsche Bank, Reichskreditgesellschaft or any other German firm was associated with Kreditanstalt.

I remember that during the above negotiations Generalrat BOSCH ordered me to report to KRAUCH on the state of our affairs in Austria.

I carefully perused each of the 4 (four) pages of this affidavit, countersigned them in my own handwriting, made the necessary corrections in my own handwriting and countersigned them with my initials and state herewith under oath that in this statement I told the pure truth according to my best knowledge and conscience.

(Signature) Gattineau
Dr. Heinrich GATTINEAU
(signature of deponent)

Sworn to and signed before me this 2nd day of May 1947 at Palace of Justice, Nuremberg, Germany, by Dr. Heinrich GATTINEAU, known to me to be the person making the above affidavit.

(Signature) Werner Levald
Werner LEVALD, Interrogator
U.S. Civilian 094412
Office of Chief of Counsel
for War Crimes, U.S.
War Department.

CERTIFICATE OF TRANSLATION

I, Mona A.M. Macleod, AEP 34387, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the Document No. NI-9578.
29 August 1947

Mona A.M. Macleod
AEP 34387

Case 6
sep. 1940
EP

TRANSLATION OF DOCUMENT No. NI-610
OFFICE OF CHIEF OF CHANNEL FOR THE GERMANS

E+h # 4140

Supreme Command of the Wehrmacht
Military Backery and Armaments Office
for the attention of Oberstleutnant Matsky

Berlin W 62
Kurfuerstenstrasse 63/69

wdh/bc

4 July 1940

France,

Dear Oberstleutnant : (Lieutenant-Colonel)

We refer to to-day's report by Dr. von Schnitzler on his journey to Belgium, which he undertook - accompanied by Dr. Prentzel - in order to establish personal contact with leading personalities of the Belgian Chemical Industry. As one of the results of today's conference with Colonel Becker, we can consider it as established that at some time in the future another journey by Dr. von Schnitzler to France for a similar purpose is being considered. We have noted that this journey will presumably take place in the second half of this month, and would be very grateful if you would inform, at the given time, the gentleman undersigned at the right of the date on which you will need the passport of the gentleman mentioned, and what other formalities we have to carry out.

We have further noted that Oberst Becker might desire to acquire some specialists in the general field of chemistry whose names we are to put forward and who are suitable for work in the German Control Commissions and who are intended to work on the control of French Industry in unoccupied French territory. On this occasion we would like to recapitulate our absolute willingness to help you in this at any time. The various details can presumably be left until we receive further information from you on the subject.

Also discussed in to-day's conference was Colonel Becker's request to make men available to you for a few weeks i. at all possible, men, who by reason of their experience in the armaments industry, their special knowledge of French industry and economy and their perfect knowledge of the French language would be qualified to assist you in certain tasks in the near future. Certain circumstances enable us to put forward Herr Walter Dickert right away. We attach his personal data in appendix 1.

(page 2 of original)

Dickert, Walter
born 22 February 1901
Address: Berlin-Charlottenburg, Kantstrasse 34 c/o Frau Neumann
High School (Oberrealschule) Kassel/ School Leaving Certificate
(Abitur)
January 1926 - August 1939 in Paris/I.G. Farbenindustrie

English, only school knowledge

Military Service Record Book (Wehrpass) : Berlin X/01/122/9/5
Military Registration: 9 October 1939
Replacement-reserve I, R.V.
Promised to be joining Signal Corps.

(page 3 of original)

We draw your attention to the fact that Herr Dickert, who is at present working with the Nitrogen Syndicate, had to return his Military Service Record Book and received verbal advice of his impending induction, so that, should you want to use him, it would be necessary to inform his recruiting district headquarters (Berlin I) of this as soon as possible.

We will inform you by telephone as soon as we have discovered other suitable people.

In conclusion, we ask you to approve the entry of the following gentlemen into occupied French territory (Paris):

Arnold Wilhelm von Mallinckrodt
Heinrich Gauditz.

These two men were for many years in charge of our Igfa-agency in Paris, from where they returned at the outbreak of war. Owing to their extensive knowledge of the French photographic industry and their knowledge of the language, we consider the gentlemen to be especially suited for being placed at the disposal of the military authorities in Paris. At the same time it is in the interest of the war economy that these two men, who maintained production of photographic materials at the Igfa-agency in Paris until the outbreak of war, should resume production as quickly as possible for the purpose of supplying the army locally.

We are sending you their detailed personal data as appendix 2, on a separate sheet.

Heil Hitler!

Dr. von Schnitzler I.G. Farbenindustrie A.G.
Dr. Krueger
Dr. Tschann signed: Mueller signed: von der Heyde
Dr. Becker
Langenhain
- 2 -

(page 4 of original)

Appendix 2

von Hallinckrott, Arnold

born 1 March 1901 at Antwerp, German nationality, Aryan

Resident: Berlin-Dahlem, Griegstrasse 35

Passport: No. 000619/01497/17 March 1938 Paris

Repatriation certificate No. 107720

Seaditz, Heinrich

born 22 August 1905 at Berlin

German nationality, Aryan

At present Trustee of the Agfa-Photo Sp. a ogr. ogp., Marrow I,

Trompetta 3

(page 5 of original)

Supreme Command of the Wehrmacht
Military Secretary and Armaments Office
for the attention of Counsellor of the Legation (Legationsrat)
Dr. Detmer

Berlin W 62

Kurfürstenstrasse 63/69

vdb/bo

4 July 1940

Belgium.

Dear Legationsrat,

We refer to to-day's report by Dr. von Schnitzler on his journey to Belgium which he undertook- accompanied by Dr. Irental - in order to establish personal contact with leading personalities of the Belgian Chemical industry. As has already been discussed with you, some gentlemen were to be named, who, as specialists, are in a position to be employed in certain sectors of chemistry in Belgium. We herewith confirm Dr. von Schnitzler's proposal to consider the following for these tasks:

1. for the entire dyestuffs- and chemicals sector
Director von Heider, Frankfurt
2. for the pharmaceutical sector :
Director Dr. Grobel, Leverkusen
3. for the photography sector (X-ray films, etc.)
Herr Darmert, Berlin.

In to-day's conference, you intended suggesting to your Vorbindungsraum and to the competent offices in Brussels that these three men travel to Belgium, whereupon they are to be claimed from Brussels. As the journey is to take place about the middle of this month, would you take the necessary steps now, so that the requisite formalities can be completed by the middle of this month. We would be very grateful if you would inform the gentlemen undersigned on the right of the date on which you must have the passports of these three gentlemen.

Heil Hitler !

I.G. FARBENINDUSTRIE AG (KARLSRUHE)
signed : Mueller signed: von der Heyde

Dr. von Schnitzler
Dr. Krueger
Dr. Forthner
Dr. Ecker
Langenhein

CERTIFICATE OF TRANSLATION

1 July 1947

I, Arthur MACMURRAY, No. 20 191, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the document No. NI-810.

Arthur MACMURRAY,
No. 20 191

TRANSLATION OF DOCUMENT No. NI-14312
OFFICE OF CHIEF OF COUNSEL FOR WAR
CRIMES

Copy to Director Dr. Gajowski
* Director Dr. Kleins

Exh # 2141

IG Film Factory Wolfen.

Wolfen 4 May 1941.

See/Le.

(trans. note: stamp:

SECRET

1. This is a State secret according to paragraph 88 of the Reich Penal Code.
2. Only to be passed on if sealed, if by mail as registered.
3. To be kept under lock and key at the recipient's responsibility.

stamp: Secretariat Dr. Gajowski

Received: 5 May 1941

Answered:

79394 (Initial) G

FILE MEMO

about the conference about Abwehr (counter-intelligence)
Batters in Frankfurt/Main on 2 May 1941.

Apart from the gentlemen invited by Dr. Schneider, the counter-intelligence (Abwehr) officers of the various military districts who are in charge of the business of Department I took part, under the leadership of Major Bloch, deputizing for Admiral Canaris, who was unable to be present as he had to report to the Reich Marshal.

After a short report by Major Bloch, in which he particularly stressed the good co-operation with IG, Herr von der Heyde of our Department A in the Vermittlungsstelle V made a longer statement, in which several fundamental questions were asked.

1. When employees of IG have been travelling abroad up to now the Chamber of Industry and Commerce, and in special cases, the Counter-Intelligence officer, has been informed. Von der Heyde suggested that Department A, that is he himself, should also be notified, so that Department A could participate if necessary. Major Bloch and the counter-intelligence officers present were against this centralization. The Foreign Organization hears about the trip through the notification to the Chamber of Industry and Commerce which we have to send in order to obtain the identity papers, and it is for the military to inquire directly from Berlin whether there are any special requests for this trip. The question of centralization, as von der Heyde also proposed it with regard to his further points, was on principle not considered desirable, either by the military authorities or by the counter-intelligence officer of the IG. It is left to the discretion of the counter-intelligence officers to what extent they wish to notify and include Department A.
2. Naturally a selection is to be made of IG employees who are to travel abroad, according to their suitability for carrying out the tasks concerned. It is left to the counter-intelligence officer to discuss their suitability with the Foreign Organization. The decision about the suitability is however entirely up to the counter-intelligence officer.

3. Reports from abroad from our representatives and officials employed abroad are brought to the notice of the Foreign Organisation if they contain interesting information. When such persons are visiting our plants the counter-intelligence officer can and should call in the Foreign Organisation if he considers this necessary. It is not necessary for a special report to be made to Department A, as suggested by von der Heyde.
4. Instruction of men who will have such tasks entrusted to them, both those who are travelling abroad from here and those who are abroad, can only be given individually through the counter-intelligence officer, possibly calling in the Foreign Organisation, but never for all together.
5. With regard to the monthly reports sent by the agencies abroad to the Commercial Departments, Herr von Heider promised that carbons or copies, any way not merely extracts, would be given to the Foreign Organisation for information. Since however this concerns a very great deal of material on private enterprise, I consider that this method goes too far. One should really take the trouble and make extracts and only submit those.

In the same way compilations about various products and their administrative areas, for instance the processing of leather in a certain country, orders for textiles from an enemy country to neutral countries abroad, jewels for watches in Switzerland for England or similar matters, are to be given to Department A in each case; Department A will make them available to the military authorities. The local Foreign Organisation should of course be informed immediately of particularly striking occurrences.

The following are to be considered enemy countries at present: England and the entire British Empire, USA and Russia; it is stressed that with regard to Russia this is merely a precaution in view of a certain latent tension.

I do not think that we in Sparte III need to take any special measures in the work as a consequence of this conference. In the Sales Department it should be checked to what extent it is possible for the counter-intelligence officer to observe the directives to SO 36, and possibly to take up closer connections not directly with Department A but rather more with Herr von Heider, Frankfurt, who seems to have the most experience and knowledge in this connection.

(signature) RIESS.

CERTIFICATE OF TRANSLATION

I, DOROTHEA L. GALEWSKI, ETO #34079, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. NL-14312.

DOROTHEA L. GALEWSKI,
ETO #34079.

E N D

circ 6
sup 26

EX # 2142

TRANSLATION OF EXCERPTS OF DOC. WI - 15228
OFFICE OF U.S. CHIEF OF COUNSEL
FOR WAR CRIMES.

Dr. Hans Kramer
c/o "Sopit"

Paris 16
32/34 rue Galilee.

8 November 1940.

(page 2 of original)

Quite apart from the fact that it would not have been very well possible to contradict Mr. Hermann's desire to have the negotiations take place in Wiesbaden, we should definitely like to welcome this development of the matter as being in our interest. It is quite obvious that our tactical position towards the French is by far stronger if the first fundamental discussion takes place in Germany, and, more particularly, at the site of the Armistice Delegation; and if our program, as outlined, will be presented, as to say, from official quarters.

We do not know whether you already mentioned to Ministerialdirigent Michel and the members of his staff that it was our original plan to have the negotiations take place in Paris. Of course, we should like to avoid any ill feelings on the part of the Paris agencies (Stellen) with which we will have to closely cooperate in the further course of discussions with the French group. We also feel we may assume that the gentlemen will have complete understanding for our complying at once with a wish expressed by the Armistice Delegation. Such wish, presumably, being based on the fact that similar negotiations concerning industries of direct strategic value have already been conducted in Wiesbaden, and that the settlement in the dyestuffs field is to serve, in a certain way, as a pattern for other industrial fields.

(page 4 of original)

Sincerely,

I.G. FARBEINDUSTRIE AKTIENGESELLSCHAFT
signed v. Schnitzler signed Eugler.

CERTIFICATE OF TRANSLATION.

I, ELVIRA RAPHAEL, AOB B 387972, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of excerpt of Document No. WI -15228 .

24 April 1948

ELVIRA RAPHAEL
B 387972.

Case 6
sp. 6
1/2

EX # 2143

TRANSLATION OF EXCERPT OF DOC. RI-15224
OFFICE OF U.S. CHIEF OF COUNSEL
FOR WAR CRIMES.

Bad Kissingen, 13 May 1941.

Dear Dr. Eugler:

I immediately answer your friendly lines of yesterday's date. I am not surprised at the fact that the French afterwards became afraid of their own courage, and did not swallow, right away, the "claim to leadership" in the field of chemicals and of new products. I had also expected a counter-proposal for the "commercial part"; I would appreciate receiving the exact wording of this suggestion. But it certainly is quite a presumption if they now try again to come back to the matter of the "révocation" of the President. - The meeting of 16 June will, thus, be, in the first place, a second reading; in view of the innate suspicion of the French this could not have been any other way. -

I fully agree that, in continuing the internal work, you follow the goal of separating "settled" and "unsettled" questions, so that we will be in a position, in the week of 26 May, to have a first picture of the status of the matter. It will then be possible to determine, in the week after Whitewide, when all of us will be present, the final wording as desired by us. It would be advisable if, as far as the French are concerned, we just point to the fact that a preliminary examination of their new suggestion has shown that it

(page 2 of original)

contains fundamental deviations and changes as compared with what was discussed in Paris, and that we leave it to the new negotiations to start on 16 June, to clarify and settle the situation.

Your plan to send Mr. Decker to Paris is, in my opinion, not without risk.

The calculating basis work which the French have chosen for a possible evaluation, is entirely erroneous in set-up and result. Therefore, in my opinion, any discussion on the merits on the part of our first accountant might, possibly, give to these figures a prejudicial recognition which may be very embarrassing later on.

(Handwritten

remark):
"actual
value"
to be
deter-
mined.

My main objection which I want to state in the first place is that assets are indiscriminately added up, without any consideration to the fact whether they have been written off or not. For instance, it is not proper to show in this compilation all expenses for equipment up to and including 1931; the same applies to all assets which have become obsolete through lapse of time or technical progress, and which therefore do not represent any potential value for a going concern. - It will be sufficient, however, if Mr. Wallenborn tells the French all this and many other things. If Mr. ter Meer agrees that Mr. Wallenborn tries, from a technical angle, to bring some sort of clarification into this turmoil of figures, this might entail a certain benefit, though not a decisive one.

(page 3 of original)

(Signature): G. v. Schmitzer.

TRANSLATION OF EXCERPT OF DOC. NI-15224
CONT'D.

CERTIFICATE OF TRANSLATION.

I, ELVIRA RAPHAEL, ADO B 397972, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of excerpt of Document No. NI - 15224 .

23 April 1948

ELVIRA RAPHAEL
B 397972.

Case by
H.P. G. H.
for

Exh. K2144
TRANSLATION OF DOCUMENT No. NI-798
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

4 October 1946

Herr
Dr. Johannes HESS
Chief of the Economic Group of Chemical Industry
B e r l i n
Sigismundstr. 6.

My dear Herr Dr. HESS:

Let me once again express my satisfaction with your decision to join the Reich Group Industry in their trip to France. In view of the great interest that at present exists especially for the chemical industry with regard to the forthcoming New Order in France, it is of particular importance that an influential representative of that industry participate in this first trip undertaken by the official representative of industrial economy.

Below, the address of our main agency in Paris which is as follows:

"SOFI", Societe pour l'Importation de Matieres
Colorantes et de Produits Chimiques, Paris
(16e) 32-34, rue Gailles.

This agency comes at present administratively under the trusteeship of Dr. Hans KRAMER who naturally will be at your disposal for any information that you may desire. As you know, we have worked out a program in every detail, according to which the future activities of I.G. FARHEN directed towards and in collaboration with France, should, in our opinion, be co-ordinated. This program provides for large scale agreements of private enterprises with French industries, particularly those of the dyestuffs and pharmaceutical products. So far, however, we did not think that the time had come to initiate these negotiations, a view equally shared by both the Reich and Military representatives in Paris and by Ambassador HERGEN of the Wiesbaden Armistice Commission. Recently, however, Consul General MANN seems to have the intention after all to make a first attempt of contacting the French pharmaceutical industry in Paris.

(page 2 of original)

According to my information he is at this moment on his way to Paris. We, of the dyestuffs industry, would like to await the outcome of a trip to Switzerland scheduled for next week, since it is our belief that we might get a tip or two during discussions with the Basle dyestuffs industrialists which in turn might influence our future tactical conduct during the negotiations to follow. The French group, at present, seems to be under the impression that our government has not yet authorized us to confer with the French industrialists. Should you therefore hear of any such remark made by representatives of the

TRANSLATION OF DOCUMENT No. NI-795
CONTINUED

(page 2 of original continued)

French industry such as Mr. DUCHEMIN, we would be grateful to you if you just listened to Mr. DUCHEMIN rather than contradict him. This is the situation. In reply to their inquiry as to whether such negotiations of private enterprises were not indicated for the dyestuffs industry, Mr. HEIAGEN, with our consent, has informed the French Armistice Delegation that, prior to recommending the opening of negotiations to the German industry, he wished to wait the conclusion of negotiations concerning the so-called demarcation line. There is nothing further to add to the problem France at the present moment.

I sincerely wish you a pleasant and interesting trip and remain, with kind regards and Heil Hitler

Respectfully yours

(signed: v. SCHNITZLER)

CERTIFICATE OF TRANSLATION

6 June 1947

I, JOSEPH M. FRANKENSTEIN, A-442842, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the document No. NI-795.

JOSEPH M. FRANKENSTEIN
A-442842

CASE No. 6 - ORIGINAL VI

Document No. 21 - 12345 (Prosecution Exhibit 2145)
is not available .

Classification File note by Kramer, 28 February 1941

Case 6
sep
26

TRANSLATION OF EXCERPT OF DOC. NO. NI-15232
OFFICE OF U.S. CHIEF OF COUNSEL
FOR WAR CRIMES.

EX # 2146

13 December 1940
No. 77/D

(Initials illegible)

M E M O

on the discussion with Dr. Michel and Dr. Kolb at the Hotel
Majestic, Paris, on 13 December 1940.

Re: Dyestuff negotiations.

General Situation.

(page 3 of original)

As far as the steps in the chemicals field are concerned, I
assured myself, on the strength of the export applications
that were rejected during the last few days, that the agreement
I reached with the competent authorities at the end of last
week, is strictly being adhered to. No export of dyestuffs
or other chemical products into the unoccupied zone is being
approved at present.

(signed): Kewser.

CERTIFICATE OF TRANSLATION.

I, ELVIRA RAPRAE, AGO B 397972, hereby certify that I am thoroughly
conversant with the English and German languages and that the
above is a true and correct excerpt of Document No. NI - 15232.

25 April 1948

ELVIRA RAPRAE
B 397972.

- 1 -
(E F D)

Case 6
sub.
sep 96

EX # 2147

TRANSLATION OF EXCERPT OF DOC. NO. NI-15238
OFFICE OF U.S. CHIEF OF COUNSEL
FOR WAR CRIMES.

18 February 1941

Dr. Hans Kramer
Army Post No. 06661.

Dear Dr. Kramer :

Unfortunately, we had no chance to talk to each other during your last stay at Frankfurt. Your report of 14 February got here this morning via Berlin. Director Otto had already yesterday conveyed the contents to Dr. von Schnitzler by telephone so that, in our usual Monday discussion, we could discuss the present stand of affairs. For your private information: We have, in any event, set aside the week beginning 10 March for a trip to Paris. Whether such trip will take place, will now depend on whether Mr. Blanchard appropriately intervenes at Vichy, and whether Vichy will grant its approval for a German majority participation. Your attitude toward the French group which you have shown in the present interim stage, by the way, approved in all respects.

Let us hope, therefore, not only from a business angle, but also to a certain extent from a private angle, that the Paris trip can take place at the beginning of March.

.....
(page 2 of original)
.....

Thanking you very much for your friendly efforts and with kindest regards, I am

Yours,

(stamp): signed Kugler.

Address of Dr. Adolf:
Central Association of the
Industry for Bohemia and Moravia;
Attention: the Plenipotentiary
of the Reich Protector
Dr. Adolf,
Prague II
Rasin Ufer 60.

CERTIFICATE OF TRANSLATION.

I, ELVIRA RAPHAEL, AGO B 397972, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of excerpt of Document No. NI-15238, the original of which is in the German language.

25 April 1948

ELVIRA RAPHAEL
B 397972.

Case 6
sp. 1/2
8

EXH # 2148

TRANSLATION OF DOCUMENT NO. NI- 15222
OFFICE OF U.S. CHIEF OF COUNSEL
FOR WAR CRIMES.

(Initial : Dr. Kuepper)

File memo on a telephone conversation with Dr. Kramer
on 6 March 1941, 16:30 o'clock.

Dr. Kramer reports that he spoke to the Minister of
Production Puchoux. The Minister of Production rejects a
51% participation. The counter-suggestion of the Ministry of
Production reads: 45% German group, 45% French group, 10%
French government. In view of its 10% participation, the
French government demands to be represented in the Supervisory
Board.

Dr. Kramer has stated that the counter-suggestion is
not acceptable. I.O., he said, must insist on a 51% participation;
as a maximum concession points 2 and 3 could be granted, in
accordance with the discussions of 3 March. Under the circum-
stances, Dr. Kramer does not consider it expedient to conduct
the contemplated negotiations. He feels it is necessary first
to put the French agencies (Stellen) under pressure, before
taking up further discussions.

Dr. Kramer will transmit a written report to Frankfurt
through either Mr. Mack of the firm Lens-Munheim or Mr. Fischer
of the firm Zeiss-Jena; these gentlemen will arrive in
Frankfurt on the Paris train on 7 March, 12 o'clock.

C E R T I F I C A T E

I, ELVIRA RAPHAEL, ADO B 397972, hereby certify that the above
is a true and correct translation of Document No. NI - 15222
and I am thoroughly conversant with the English and German
languages.

24 April 1948

ELVIRA RAPHAEL
B 397972.

Cash
sp/

EXU #2149

TRANSLATION OF EXCERPT OF DOC. NO. 51- 15219
OFFICE OF U.S. CHIEF OF COUNSEL
FOR WAR CRIMES.

Paris, 13 June 1941.

Result of the Conference between Dr. Kuepper and
Maitre Loncle and Fockenberghs on 12/13/14 June 1941.

(page 2 of original)

III. Maitre Loncle has considerable misgivings about the text of the preamble (Exposé). The preamble lays too much stress on the fact that the French government surrendered participation in the French dyestuff industry after protracted negotiations and at the wish of the German government, that is to say, to a certain extent under pressure. Maitre Loncle fears that a change in the conditions might open the possibility for the French group to "annul the Convention". These hesitations I had already expressed myself. Maitre Loncle refers also to the *clausula rebus sic stantibus*. The preamble as it now stands might in any case prove of great disadvantage to us. In its place he would suggest the following wording for the preamble: "After various negotiations which have lasted several months and with the full accord of the German and French governments, the following agreement has been concluded between the contracting parties, the agreement being established on the 3 following points:" Then come the 3 known points which are at the bottom of Page 3 and at the top of page 4 of the draft.

(page 10 of original)

(signed): Dr. Kuepper.

*/(translator's note): an. to the Francolor Convention.

CERTIFICATE OF TRANSLATION.

I, ELVIRA RAPHAEL, AGO B 397972, hereby certify that I am thoroughly conversant with the English, French and German languages and that the above is a true and correct translation of excerpt of Document No. 51 - 15219.

25 April 1948

ELVIRA RAPHAEL
B 397972.

- 1 -
(E S D)

(E S D)

*Case 6
seps 1/18/41*

CORROBORATED TRANSLATION OF EXCERPT OF DOC. NI-15218
OFFICE OF U.S. CHIEF OF COUNSEL FOR WAR CRIMES.

Exh # 2150

(Handwritten note):

Compared with new version of 15 July 1941.

Frankfurt/M., 1 July 1941.

Dr. von Scheiteler
Dr. ter Meer,
Econ. Rat Weibel,
Dr. Engler,
Sokart,
Dr. Locher,
Dr. Kramer.

(Initials): Engler.

Re: Agreement - Franco.

Dr. Kramer reported that Maitre Loncle still has considerable misgivings about the "Exposé" (Preamble) remaining in the (Franco-) Convention. The following is to be noted in this respect:

It is no doubt desirable that the "Exposé" in its present form should be eliminated from the Convention, if only for the reason that, whenever the Convention is being referred to, the attention is drawn again and again to its history which is unpleasant for the French. Dr. Kramer therefore suggested that the elimination of the "Exposé" should be effected not through private economic negotiations but via the staff of Michel on the grounds that it is considered undesirable by the German government.

Should this not succeed the following must be said from the purely legal point of view:

As the present version stands, the Articles are independent of the Convention. Legally, the corporation is promoted first and then, subsequent to the promotion, agreements are made between the partners. The reasons for collaboration, which are very sharply defined in the "Exposé", say, under certain conditions, with a change of circumstances, cause the French group to demand the termination of the Convention. Then the Convention will collapse but the Corporation will stand. Should the Convention, however, continue to stand, it will bring important advantages to the French group. Thus there is little to incite the French group to denounce the Convention for the reasons mentioned above. The Corporation itself can only be dissolved against our will by a legislative act which would constitute a plainly hostile action. The question whether, according to French law, a stock corporation

(page 2 of original)

can be dissolved for some important reason and whether in certain circumstances a change in political conditions would constitute such an important reason, has yet to be clarified with Maitre Loncle.

Gf. Art. 1871, Civil Code.

CORRECTED TRANSLATION OF REC.OF 100.WI-15218
CONT'D.

From the legal point of view, therefore, the misgivings of Maître
Lecle do not carry much weight. There is also the fact that
the previous history is not only revealed by the Exposé but
can also be proved at any time by the declarations of witnesses.
Should it be impossible, therefore, to have the "Exposé" struck
out, we can still accommodate ourselves to the situation legally.

.....
(page 8 of original)
.....

(signed) : Dr. Kuepper.
.....

CERTIFICATE OF TRANSLATION .

I, DOROTHY E. PLUMMER, USFET 482, hereby certify that I am thoroughly
conversant with the English and German languages and that the
above is a true and correct translation of excerpt of Document
No. WI - 15218.

24 April 1948

DOROTHY E. PLUMMER
USFET 482.

Case 6
sep 6
gish

EXH #2151

TRANSLATION OF EXCERPT OF DOC. NO. NI-15239
OFFICE OF U.S. CHIEF OF COUNSEL FOR WAR CRIMES.

Office Dr. Paech

20 January 1943 WD.

The Management Department Dyestuffs, Frankfurt (H) 30.

The department is being managed by Mr. Eckert (Prokurist) under Director Eugler. He is being assisted by Mr. Fischinger (H.V.) and Dr. Rufuss (H.V.). Besides them the department includes 3 male and 5 female co-workers.

The main tasks as they existed before the war in international dyestuff cartel and convention questions have to-day moved into the background. Their place has been taken by the task of supervising the various agreements with the newly incorporated dyestuff plants. Besides, due to the war, there is a greatly increased intercourse with Reich and other official agencies as well as with the Organization of Trade Economy (Organisation der gewerblichen Wirtschaft).

This supervision especially refers to the agreements concerning the Teerfarbenwerke Aaseig, the Chemical Works Aaseig-Falkenau, the Preger Verein, the Muelhausen Chemical Works, the Chemical Works Dornach, the Teerfarbenwerke Litzmannstadt and the Anna, Milano. Furthermore,

(page 2 of original)

the agreement with Francoeur is being centrally administered here. It is not necessary to particularly mention the supervision of some smaller agreements.

.....

Office Dr. Paech

In charge: Willy B o e h n e r t .

CERTIFICATE OF TRANSLATION.

I, ELVIRA RAPHAEL, AGO B 397972, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of excerpt of Document No. NI-15239.

26 April 1948

ELVIRA RAPHAEL
B 397972.

Case 6
first
sup. 26

TRANSLATION OF DOCUMENT NO. 81 - 15077
OFFICE OF U.S. CHIEF OF COUNSEL
FOR WAR CRIMES.

Exh # 21521

COPY

Association for Chemical and
Metallurgical Production
Ansitz an der Elbe.

24 October 1938.

To the
Reich Ministry of Economy
attention: Regierungsrat Dr. Hofmann,

Berlin W 8
Bahnenstrasse 43.

The Commissars in control. (Kommissariatsche Leitung).

I Chem. 323/38 G.

After the conversation the undersigned had yesterday with Ministerialdirigent Mulert and yourself as well as with Dr. von Wedelstedt, we beg to forward you herewith a written statement of the views exposed therein:

As a result of their activity up to the present, but in particular because of the impression made on them by a conference with the general management of the Prager Verein on 25th instant and by a conference in Berlin in the office of Dr. C. Krauch, the Plenipotentiary appointed by Ministerpräsident Generalfeldmarschall Goering for special questions of the chemical production, the commissars are of the opinion that there should be a clarification as soon as possible of the question whether the Sudeten German plants belonging to the Ansitz an der Elbe are still under the ownership of the company which is registered in Prague or not. If they are, then the commissars whose task at present is to remove bad conditions and to see that production and sales are maintained at their former level, should have their powers extended, whilst at the same time a whole series of questions would have to be discussed which would arise necessarily from the fact that the Sudeten German plants in the Verein would become a branch enterprise of a foreign company.

The reasons which have led the commissars to this conclusion are stated briefly in the enclosure.

Heil Hitler !

Association for Chemical and Metallurgical
Production
The Commissars:
signed 2 signatures.

Enclosure.

(page 2 of original)

E n c l o s u r e

to the letter to the Reich Ministry of Economy, Berlin
dated 26 October 1938.

For the following reasons the commissars are of the opinion that the question of ownership should be clarified as soon as possible.

1) Sudeten German interests and questions relating to personnel:

As a result of the impressions they have gained in their activities to date the commissars in temporary control are of the opinion that if Prague acquired influence over the technical and commercial business management of the plants here it would necessarily lead to serious difficulties and to a disturbance of the harmony in working conditions. Not only in the circles of the Sudeten German party is it felt that after all that has happened there is a desire to see the plants here managed as a German enterprise, but the commissars have already been informed by several officials both verbally and in writing that they would look round for another position in the Reich or elsewhere if at a later date Prague again acquired influence over the business management.

However, in the long run it would be impossible to avoid a certain amount of influence, if Prague remained the legal owner.

2) Commercial questions.

In the long run, the sales interests of the plants Aussig and Falkenau cannot be preserved and promoted to the extent that is necessary given the technical level of the plants and the requirements of a personnel of over 4,000. The following obstacles are to be noted for example:

The claim made by Prague to supply its own market with the products of its "own" plants under its own state administration, which gives rise to the objections listed in the file memo of 25th instant and submitted to the Reich Ministry of Economy.

The position taken by the Economic Group Chemistry that the development of exports of local products would have to be cut down to a minimum if such development were to be for the benefit of a foreign owner.

(page 3 of original)

The agencies of the Verein in a number of different countries and especially in those countries of south-eastern Europe which are important for the Verein are in the hands of non-Aryans, and it seems as if, for both general and practical reasons, it will not be possible in the long run to keep to the settlement which was once agreed upon with Prague that the former agencies should act both for the Aussiger Zentrale and for Prague.

3) Considerations with regard to technical questions and military economy.

The site of the two plants Aussig-Falkenstein is very favorable as regards manufacture, and power supplies are guaranteed by the brown coal mines in the neighbourhood. Through this comparatively favorable situation and possibilities for production the plants are predestined for further expansion or transformation of their manufactures on lines of interest to military economy and in keeping with the principles of the Four Year Plan.

Conferences to this effect took place this morning in the office of the Plenipotentiary for Special Questions of the Chemical Production, Dr. C. Kirsch, and as a result, the commissars were instructed to cooperate in planning the new plant installations which were anticipated for the Falkenstein and Aussig territory, like those for the manufacture of gasoline and paraffin etc. Such collaboration already exceeds the original instructions of the commissars. But then the question also arises, whether and to what extent the commissars can make use of the previous work and experiences of the Verein in their planning, without the consent of Prague.

As the military economic side today's meeting will have to debate in particular on the needs already mentioned for the greater production of

stabilized calcium hypochlorite
hexachlorethane,
smoke screen acid,

From the point of view of manufacture, organization and bookkeeping it would be practically impossible in the long run to conceal the fact of a military economic production of the kind - apart from the claim the owner can make to have the books checked on the spot.

(page 4 of original)

4) Financial questions.

Considerable investments are needed for the above-mentioned plans for construction and expansion in which Aussig and Falkenstein must participate because of their technical standing and for the sound reason that they must act in the interests of the plant.

Dr. Kirsch's office estimates that the extension of basic calcium will require an outlay of 9 million marks, the hexachlorethane plan will take 500,000 Marks and the production of smoke screen acid and stabilized calcium hypochlorite a further 500,000 marks. The large-scale plan for hydrogenation, etc., in the Falkenstein territory, in which the Verein will be heavily involved in the further chemical processing of coal, is estimated at total of 55 million marks.

However high the sum total of the outlay is for the final projects it is hardly possible, however, to commit the owner in Prague to the outlay of such sums through the commissars without previous discussion with Prague. But discussion with Prague

means the bringing up of important Reich German economic projects and at least, by way of allusion, the disclosure of military economic interests. In addition to this the question will arise, to what extent a foreign owner should have a share in and derive profit from an increase in the value of his property if it is not to be traced back to his own initiative and planning.

Apart from the new financing there is the further question in this connection of the right to dispose over the property assets on hand for the purposes of such large scale projects. For example, it is thought that use might be made - whether through sale or lease to a new corporation which would be promoted - of the plant -sites on hand in Falkenberg for the above-mentioned installations and also that such installations might be amalgamated with those already in existence for technical reasons of transportation and the supplying of power.

(page 5 of original)

Copy 1

Inter-office memo .

26 October 1938.

For the following reasons it is urgent that the question of ownership should be decided as quickly as possible:

1. Sudeten German affairs.

The technical or commercial influence of Prague on the business management would necessarily lead to difficulties in many respects after all that has taken place in the last few years. A strong counter-current from circles in the Sudeten German party has led to the decision to wait. In the long run, however, a certain amount of influence is not to be avoided, if Prague remains the legal owner.

2. Commercial.

Sudeten German and therefore Reich German economic interests cannot in the long run be promoted and advanced to the extent that would be necessary in general and in the interest of the more than 4,000 workers employed there, unless the plant can be definitely called a German plant (see discussion in Prague on 25, re business management of Czechoslovakia, authorization of Zentrale Ausseiger Verein).

3. Military economic.

At the conference on 26 October in Dr. Krauch's office there was discussion of a whole series of projects of a pronounced and military economic character, and these were prepared for execution as quickly as possible.

Stabilized calcium hypochlorite
hexachlorethane
smoke screen acid etc.

TRANSLATION OF DOCUMENT NO. XI - 15077
CONT'D.

4. Organizational.

Cooperation in Sudeten German construction projects, based on the previous work and experiences of the Verein, which, strictly speaking, should not be utilized without the consent of Prague.

(page 6 of original)

5. Financial.

Considerable investments are necessary for the above-mentioned construction projects, in which Jussig and Falkemus must take part because of their technical standing and for the good reason of the interest of the plants. But the commissars might not be able to dispose of such investments so easily. Discussion with Prague implies:

- a) The exposure of important German projects
- b) unwritten increase in value of the Sudeten German projects for the benefit of Prague.

CERTIFICATE OF TRANSLATION.

I, DOROTHY E. PLUMMER, USFET 482, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document No. XI - 15077.

20 April 1946

DOROTHY E. PLUMMER
USFET 482.

Carl V. Gish
sup. go

TRANSLATION OF EXCERPTS OF DOC. XI-15230
OFFICE OF U.S. CHIEF OF COUNSEL
FOR WAR CRIMES.

(Handwritten remarks):

Exh. #. 2153

- | | |
|---------------------------------|--------------------------------|
| 1. Translation correct? | 1. Trip Decker - Wallenberg |
| 2. Number of excerpts complete? | Dr. ter Meer |
| | 2. Distribute evaluation data. |
| | 3. Work on reduction (?) |
| | 4. Collate by-laws. |

12 May 1941;

Dear Mr. von Schnitzler:

I. On Saturday, Dr. Kramer got here from Paris and brought with him the new version of the "Convention" and the by-laws. He also brought along translations of those parts of the Lochr draft as were handed over to the French in Paris, together with remarks; and also various other documents, details of which appear from the schedule attached to Mr. Froeseard's letter of the 9th, addressed to you, which is enclosed herewith. Dr. Kramer simultaneously submitted a file note on a discussion which he had with Mr. Duchemin on the 8th. Paragraph No. (3) likewise refers to the by-laws and the draft of the convention. Copy of the file note is also enclosed herewith.

This morning, in a first reading, we sifted in a small circle (Ruepper, Ruppert, Lochr, Eckert, Kramer) the final version of the French, including their remarks, concerning the parts of the Lochr draft that were given to them; we also compared these with our own notes of the last meeting in Paris. This, unfortunately, completely confirmed the impression which was conveyed by Mr. Froeseard's letter to you of the 9th, and by Paragraph No. (3) of Mr. Kramer's file note of the 8th on the discussion with Mr. Duchemin. The French are coming back to practically all matters which are essential for us, and on which, we thought, an agreement had been reached, more or less, at the end of April. This particularly applies to the following:

- 1.) The question of the transfer and the functioning of the chemicals field. (The French now make a restriction to the effect that not everything in the line of organic chemicals which is, at the time, being manufactured in the Francoeur plants, is to be transferred to Francoeur;

(page 2 of original)

that the parent companies are not willing to enter into a competition clause; and that, altogether, the management of production and sales is solely to be vested in the President, excluding the competence of the Verwaltungsrat).

- 2.) In accordance with the statements made by Mr. Duchemin to Mr. Kramer, the field of development has been newly outlined, under completely different angles, in the remarks of the French concerning the Lochr draft.

- 3.) As far as the question of deliveries of preliminary products by the parent companies - i.e., St. Gobain, respectively - is concerned, the French counter-suggestion

TRANSLATION OF EXCERPTS OF INC. 51- 15220
CONT'D.

contemplates to settle this question in such a way that it is possible to apply the short formula: All duties, but no rights and securities for Francolor.

(Handwritten);
Where "claim
to leadership"

4.) The field of activity of both the Technical Committee and the Commercial Committee is being limited, and both committees are being converted to mere advisory committees.

5.) In a new formulation, which is a counter-suggestion to the paragraph on Francolor's sales (7,000 tons, etc.), as dictated by you in Paris, the attempt is mainly being made to substantially mitigate the fundamental export prohibition.

6.) The question of the revocation of the President by the Conseil - instead of by the general stockholders' meeting - is again being raised.

This only covers the most essential points. The trend appearing from all this can be summarized to the effect that the French are trying everything in order to limit the activities of Francolor to the dyestuffs field only, and to reserve for the parent companies a development of their own in the chemicals field or in the field of evolution, respectively.

(page 3 of original)

After his discussion with Mr. Duchemin, Mr. Froessard had a conversation with Mr. Kramer in which he explicitly stressed that the wording of various counter-suggestions does not express his opinion. He also described in vivid terms his difficult position, especially during the last few days. In any event, it seems that within the parent companies, and more particularly within Kuhlmann, certain forces seem to have gained momentum which are trying to prevent the weight of the whole organic sector from being shifted to Francolor. Said forces also try to forestall an alleged hegemony of Farben in the non-dyestuffs field. Thus, in our next meeting, we will have to tackle anew these problems, while it had seemed, during our last discussion, that it would be comparatively easy to bridge any resistance anticipated in this connection.

Our ideas as to the further procedure are that we again convene the day after tomorrow, in order to take up the counter-suggestions of the French; and also in order to prepare a complete new draft of the Convention, incorporating therein that part which is already settled. Upon your return, this draft would first have to be discussed internally with Dr. ter Meer and Dr. Waibel. I assume that it meets with your approval if I dispense with sending you the convention data A-C, especially in view of the fact that these have to be mimeographed first.

The other data mentioned in the schedule, referring to the evaluation of the total object, will hardly be usable in the present form. A certain clue can be derived from the turn-over data which refer to the previous years (in present France), and which show a total turn-over for the dyestuffs field and for the

TRANSLATION OF EXCERPTS OF DOC. NI-15220
CONT'D.

chemicals field of about 500 million Francs = 40 million Reichsmark. The data concerning the evaluation of plants, real estate and buildings, however, are not usable in this form. They proceeded on the cost prices which, for all properties combined, are said to have been 500 million Francs "tel quel". Using index figures which have not been designated in any detail.

(page 4 of original)

- as a gold calculation, respectively - the following "rectified values" are arrived at

920 million
1,100 "
and 1,970 "

In our first discussion today we have contemplated suggesting to Dr. ter Meer upon his return next Thursday that Messrs. Doncker and Vallenborn go to Paris at the beginning of next week, in order to have a discussion with the French, together with the three technicians who are over there anyhow at the present time. This way, they could clarify at first the calculating method on which this evaluation is based. Thereupon, they could try to prepare the data which would bring us nearer to the "actual value" and which, thus, could be made the basis of a price settlement. In view of the stand of the negotiations about the wording of the Convention, as described in the beginning, it seems unlikely that final discussions or the signing of the contract will be achieved in the week of 18 June. Precautions should be taken, however, so that it will not become necessary to take up and discuss in Paris the elementary foundations of the evaluation. I, therefore, trust that the contemplated suggestion to Dr. ter Meer will meet with your approval.

(page 6 of original)

I am, with kind regards,

Yours

(signed): E u g l e r .

CC: Eckert

Krauer

Circulate: ter Meer, Maibel, Kuepper.

CERTIFICATE OF TRANSLATION.

I, ELVIRA RAPHAEL, AGO B 397972, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of excerpts of Document No. NI-15220.

24 April 1948

ELVIRA RAPHAEL
B 397972.

- 3 -
(E E D)

Case 6
sup. fish
to

Exh # 3192

TRANSLATION OF EXCERPT OF DOCUMENT HY-4860
OFFICE OF U.S. CHIEF OF COUNSEL FOR WAR
CRIMES.

Received: 20 November 1940

Record

of the meeting of the TAI (= Technischer Ausschuss)
Technical Committee on Wednesday, 13 November 1940, 0930 hours
in Frankfurt-am-Main, Administration Building.

| (Stamp): | Page |
|------------------------|------|
| Secretary's Office | 1 |
| Prof. Lautenschlager | 2 |
| Received: 19 Nov 1940. | 2/3 |

- I. Experiments with the Super-Microscope.
II. Expansion of I.G. Oxygen plants.

.....
(page 2 of original)

-
II. Expansion of I.G. Oxygen plants.

Jochen.

.....
We are faced with a new situation by the development of
liquid oxygen, as well as by the expansion of the frontiers in the
east and west. In the new eastern territory, three plants are being
planned, namely in Gumpin, Bronberg and Posen, as in the west at
Strassburg, Merlenbach and Dietschhofen.

(page 3 of original)

| | |
|--|----------------------|
| Among the credits on hand is a sum of | <u>3 Million RM.</u> |
| which is to serve principally for the enlargement | |
| of existing oxygen plants. | |
| Additional requirements for plants to be built in | |
| the east and in the west amount to some | <u>3 Million RM.</u> |
| for the enlargement of the machine factory approx. | <u>2 Million RM.</u> |
| and finally, for the replenishing of container- | |
| stocks, approx. | <u>1 Million RM.</u> |
| The expenditure of the total of | <u>6 Million RM.</u> |

will be distributed over a period of some 4 - 5 years.

.....
(page 4 of original)

Enclosure 1

TRANSLATION OF EXCERPT OF DOC. FI - 4860
CONT'D.

List of those present

| | | |
|--------------------------|----------------|-----------|
| | Schmitz | |
| <u>Main Group 1</u> | Schneider | |
| | Boleffisch | |
| | Mueller-Gewand | |
| | Seuer | |
| <u>Main Group 2</u> | Scharf | |
| <u>Main Group 3</u> | ter Meer | Chairman |
| <u>Upper Rhine</u> | Abres | |
| <u>Main Group</u> | Leutenachler | |
| | Jachn | |
| | Jacobi | |
| <u>Lower Rhine</u> | Boorlein | |
| | Kuhn | |
| <u>Middle Germany</u> | Buergin | |
| <u>Main Group 3</u> | Kleine | |
| | Riese | |
| <u>Explosives Group:</u> | Mueller | |
| <u>Central</u> | | |
| <u>Bookkeeping :</u> | Dancker | |
| <u>Report on Point I</u> | Schneider | |
| <u>La Guette</u> | v. Schnitzler | |
| | v. Enclien | |
| | Struss | Secretary |
| | Lehr. | |

CERTIFICATE OF TRANSLATION

I, DOROTHY E. PLUMMER, USFET 482, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document No. FI - 4860.

24 September 1947

DOROTHY E. PLUMMER
USFET 482.

Case 6
sup. G. H. H.
96

TRANSLATION OF DOCUMENT No. HL-790
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

542 1193

Frankfurt on Maine, 21 November 1948

Herr
Geheimrat Dr. Hermann SCHMITZ
Regina-Palais-Hotel
München

Dear Herr SCHMITZ,

We have just returned from the first conference with the French dye industrialists in Wiesbaden. Thanks to the very methodical and energetic chairmanship of Herr Minister REISSER we were able to go into details at once and shall now hear tomorrow morning what the French dye industrialists represented by Messrs. DUCHESNE and THESMAR think of our "claim to leadership".

Apart from these discussions with the French which presumably will be continued Saturday morning, we had invited the Armistice Commission to visit the Hoechst works on Monday, 25 November, and afterwards for lunch in the Gruenberg. We should like to keep to this program notwithstanding the extremely sad event of Dr. BUEL's death by which all of us are so deeply affected. Professor LAUTER-SCHLAEGER will not attend the funeral and receive the gentlemen of the Armistice Commission, while we for our part are going to welcome them here in the Gruenberg. We are counting on you to give us the pleasure of your presence at this lunch at 12.30, and I suppose I may take your assent for granted if I do not hear from you to the contrary.

In the meantime, we have had 2 conversations over the telephone with Herr CLEMM about the arrival of Herr SOLVAY. As I was told this afternoon, Herr SOLVAY will not arrive in Berlin until tomorrow, Friday, afternoon. He is going to see Secretary of State LUDWIG and will also receive the gentlemen of the Association in Berlin. I believe, therefore, that he certainly can be expected to remain in Berlin on Tuesday, 26 November as well. That would be the first day on which we, WIEBER-ANDREAS and I, would be free to have a discussion with him.

(page 2 of original)

Will you kindly let me know by telephone, if Tuesday, 26 November, in Berlin is agreeable to you too, so that I can have Herr CLEMM informed that all three of us, you, Herr WIEBER-ANDREAS, and I, should like to see Mr. SOLVAY on Tuesday.

With kind regards

Yours as always

TRANSLATION OF DOCUMENT No. KI-790
CONTINUED

(page 2 of original, continued)

CERTIFICATE OF TRANSLATION

6 June 1947

I, JOSEPH W. FRANKENSTEIN, A-442842, hereby certify that I
am thoroughly conversant with the English and German lan-
guages and that the above is a true and correct translation
of the document No. KI-790.

JOSEPH W. FRANKENSTEIN
A-442842

- 2 -

* END *

Case 6
sep. dist.
lv

TRANSLATION OF DOCUMENT NO. 51 - 15240
OFFICE OF U.S. CHIEF OF COUNSEL
FOR WAR CRIMES.

E-6-2194

Excerpts from the book by
RENÉ P. DUCHESNIN

"HISTORY OF A NEGOTIATION."

21 November 1940

18 November 1941*

PARIS 1942

Annex IV (pp. 31 sequ.), excerpt from the French minutes of the
Wiesbaden meeting of 23 November 1940.

(page 83 of original)

Duchemin. - We did not request the immediate resumption of
the 1928 cartel; we only asked for a statement on your part that
you consider it to be still in force.

Since your yesterday's dictate we know that you consider it
canceled.

von Schnitzler. - There was no dictate.

Duchemin. - Please be assured that I am just as much trying
to avoid an argument as you are. But I maintain the expression
'dictate'.

After this has been said, let us return, if it suits you, to
your conclusions of yesterday, as amended by your oral statements; i.e.,
to the terms of the alliance you want to impose on us.

Thesmer. - If we renounce all export, we lose 35-50 %
of our production capacity, including intermediary products.

(page 84 of original)

von Schnitzler. - Your export only amounted to 35%, not
considering the last few years when the French consumption was greatly
reduced.

As a matter of fact, we only want to restrict your export but
not suppress it entirely.

It is necessary to normalize the export; this way, an under-
standing could be reached concerning certain Eastern markets.

Waibel and ter Meer state that this last possibility seems to
be very doubtful.

C E R T I F I C A T E .

I, ELVIRA RAPHAEL, AGO B 397972, confirm that the above text represents
a true and correct copy of excerpts from the book "History of a
Negotiation" by René P. Duchemin, Paris 1942.

27 April 1948

(signed): ELVIRA RAPHAEL
B 397972.

TRANSLATION OF DOCUMENT NO. XI - 15240
CONF'D.

CERTIFICATE OF TRANSLATION.

I, ELVIRA RAVRAEL, AOD B 397972, hereby certify that I am thoroughly conversant with the English and French languages and that the above is a true and correct translation of Document No. XI-15240.

27 April 1948

ELVIRA RAVRAEL
B 397972.

Case 6
sup. gub.
g

TRANSLATION OF DOCUMENT NO. NI - 15236
OFFICE OF U.S. CHIEF OF COUNSEL
FOR WAR CRIMES.

Exh # 4195

I.G. Farbenindustrie Aktiengesellschaft

Frankfurt a.M. 30,
28 November 1940.

(Initials); illegible.

To the members of the Vorstand

of I.G. Farbenindustrie Aktiengesellschaft.

Gentlemen:

In pursuance of our letter of 23 November, may we
herewith submit to you file note on the discussion between the
representatives of the German and French dyestuff industries,
held in Wiesbaden on 22 November 1940. Enclosed with this file
note is the memorandum submitted by the CMC. The I.G. memorandum
mentioned in the file note has already been conveyed to you with
our letter of 23 November.

I.G. FARBEINDUSTRIE AKTIEGESELLSCHAFT
(signature)

v. Schnitzler

Unibel.

CERTIFICATE OF TRANSLATION.

I, ELVIRA RAPHAEL, AGO B 397972, hereby certify that I am thoroughly
conversant with the English and German languages and that the above
is a true and correct translation of Document No. NI - 15236.

25 April 1948

ELVIRA RAPHAEL
B 397972.

Case 6
Prosecution
Index
2196

EX #2196

TRANSLATION OF DOCUMENT NO. VI-15237
OFFICE OF U.S. CHIEF OF COUNSEL
FOR WAR CRIMES.

Copy of a Letter to Envoy Dr. Ehemmen
of 17 March 1941.

Dear Mr. Envoy:

Will you please allow me to come back to the conversation we just had at Potsdamer Bahnhof.

The result of the negotiations with the French dyestuffs industry has fully met our demands. According to my sincere conviction, this would never have been accomplished had not the Reich agencies in both Wiesbaden and Paris helped and advised us in an outstanding way. Under these circumstances, it would be most embarrassing for us if any discord between the Reich agencies would overshadow the whole. The entire matter has developed so automatically that you could really not speak of interference of the Paris authorities with a pending procedure.

Wiesbaden had recommended to us to make the trip since Vichy had approved of our program, and since there was only one not exactly definable detail concerning the question of the "eternal" French President which needed clarification. But, thereafter, during the first discussion with the French group, we found out that they did not yet know anything about such approval by Vichy, but that Vichy was considering a compromise suggestion, according to which the French State would be included as third participant with a share of 10 %, while the other two groups were to receive 45% each.

We declared that this suggestion was unacceptable, and recommended to the French group to take up the matter with their government in order to eliminate the last obstacle to an understanding. Mr. Duchemin then asked us to declare our preparedness to talk to the French government representatives together with him and his colleagues. I declared that I would only be able to do that in the presence of representatives of our own government.

(page 2 of original)

Mr. Duchemin, thereupon, went to see Mr. Barnaud and Mr. Fuchaux. These two, in their turn, called upon Mr. Michel, and thus, upon request by the French, the final discussion took place in the presence of representatives of both governments.

I believe that I have herewith informed you about all important matters on the course the Paris negotiations took. I should be happy if the success would be equally welcomed by all quarters as accomplished by the joint efforts of both government and private economy.

(typewritten): signed signature
(handwritten): signed v. Schnitzler.

TRANSLATION OF DOCUMENT NO. NI-15227
CONT'D.

CERTIFICATE OF TRANSLATION.

I, ELVIRA RAPHAEL, ADO B 397972, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document No. NI-15227.

3 May 1948

ELVIRA RAPHAEL
B 397972.

Case 6
up
1/6

TRANSLATION OF DOCUMENT NO. 51 - 15233
OFFICE OF U.S. CHIEF OF COUNSEL
FOR WAR CRIMES.

E-4 # 2197

I. G. Frankfurt
Sales Combine Chemically

Direktor Dr. Engler, in the building
Prokurist Eckert, in the building (Initials); Engler,

Your Ref. Your Our letter Our Ref. Report No. Frankfurt/M.
letter of of of File No. 21 September
Burgwerdt Office Rgt/Ks. 1942.

Re: Francolor.

The Paris discussions of 17 September have resulted in a clarification
of all matters in question. The Army deliveries in

Centralite,
Diphenylamine,
Alpha-Mononitronaphthalene,
Dinitrochlor benzol and
Alkydel

will be directly accounted for between the Army agencies and
Francolor.

As far as accelerator and phenylbetanaphthylamine deliveries to
Farben are concerned, new prices and delivery terms as well as new
quantities were agreed upon.

There also took place a preliminary discussion for an agreement
between St. Denis and Sopi on certain accelerator transactions in
France. There will be further negotiations on this matter between
Sopi and St. Denis, on the strength of directives which I gave to
Mr. Post.

(signature); Burgwerdt.

CERTIFICATE OF TRANSLATION.

I, ELVIRA RAPHAEL, AGO B 397972, hereby certify that I am thoroughly
conversant with the English and German languages and that the above
is a true and correct translation of Document No. 51 - 15233.

25 April 1942

ELVIRA RAPHAEL
B 397972.

Case 6
up
LH

TRANSLATION OF DOCUMENT NO. 11- 15209
OFFICE OF U.S. CHIEF OF COUNSEL
FOR WAR CRIMES.

E+H 22198

REPORT OF THE MEETING OF THE TECHNICAL COMMITTEE

ON 5 OCTOBER 1942.

-1-1-1-1-1-1-1-1-1-1-

Present: Monsieur J. FROSSARD
Dr. TER MEER
Dr. AMMONS
Dr. VEEK (Initials); Eckert
Dr. ROELL Ingler
Dr. LOHR
Monsieur L. FROSSARD
HARTMANN
LANDER
PIERCE
Monsieur CHATARD

Position with regard to transfer of manufactures.

The meeting is opened by Monsieur J. FROSSARD who welcomes the I.O. delegation. The meeting is the first to be held at the head office of the Société Francolor. After Dr. TER MEER has expressed thanks on behalf of the delegation Dr. ROELL is called upon to speak and explains the situation with regard to the transfer of manufactures.

As coal deliveries became more and more uncertain they had to adapt themselves to the situation, that is to say, to the needs of the Wehrmacht. Altogether it was possible to carry out a manufacturing program based on a consumption of 2000 tons of coal per month. This included: mononitronaphtalene, diphenylamine, centralite, dinitrochlorobenzene for the needs of the Wehrmacht, and phenyl beta naphthylamine, accelerators D and G, Kaurit glue, monochloroacetic acid, glycerophthalic resins, acids from phenol and formaldehyde, and phenol for the civil program.

(page 2 of original)

It was possible to carry out these manufactures in a comparatively short space of time, especially at St. Denis. In Oissel, too, it was possible to produce phenol in addition to dinitrochlorobenzene. On account of the size of its installations the factory in Villers could be operated more productively. For this reason we endeavored to increase the number of manufactures which could be made available for the needs of the Wehrmacht and which at present have to be imported from Germany.

The Conseil d'Administration of Francolor intervened to give the Villers plant a new boost by means of new manufactures. In this way our company received an important share in the production of textile auxiliaries. We have also managed to obtain an order for synthetic resins for the naval program.

1) It was first planned to enlarge the existing manufactures.

FORMOL - A daily quantity of 15 tons of formal 40% can be produced in building 59 in Villars. This capacity does not suffice for the program of Laurit glue, Pollopar and pentastyrilit. Consequently, it was decided to transport from Ludwigshafen to Villars a quantity of 20 tons of formal 30%. On account of the higher temperature at which catalysis takes place, the dehydrogenation is more complete and the formal produced in such a plant can be utilized as it is; no methanol has to be separated by distillation.

The German authorities have given permission to import this quantity into France. The dismantling will begin at the end of October. At Villars work is under way.

(page 3 of original)

Thanks to this additional quantity Villars will be able to produce 900-1000 tons of formal per month, which will make it possible to carry out the program planned. The quantity transferred is estimated at 45,000 Marks. There is one difficulty, however, that of supplying the methanol, 500 tons of which are needed per month. The factory of Harnes is producing approximately one half of its monthly capacity of 500 tons. The coking plants are obliged to work at a lower temperature with the result that the gases are less pure and contain more olefines. They give trouble during catalysis. Technical accidents with the compressors also hinder production. Specialists from Oppau have gone to Harnes to decide on the changes which must be made in order to utilize the production capacity completely. It may be assumed that this winter all the difficulties of equipment will be eliminated.

Another factor to be taken into account is that the demands for methanol are increasing (powder-mills, motor-fuel). It is difficult to obtain any supplementary allocation of this raw material. Dr. Laderle will endeavor to obtain the necessary quantities.

The monthly capacities for the production of methanol are:

500 tons for Courrières (to be brought up to 900 tons)

500 tons for Béthune (to be brought up to 900 tons)

900 tons for Painsboeuf.

Taking into account Montceau (250 tons) one can reckon on a total of 2,700 tons approximately per month of which Francolor needs 500 tons.

Monsieur J. Frossard does not wish to be dependent

(page 4 of original)

on other manufacturers of methanol, and would prefer Francolor to manufacture it itself, all the more as it is by far the biggest producer of formal. He estimates that they would have to anticipate a production of 30-35 tons per day, that is to say, 900-1000 tons per month. Dr. Ambros reckons that a plant producing 20,000 tons of

methanol a year costs 400 marks a ton, that is 8,000,000. A plant producing 12,000 tons per year at Villars would now cost at the present time an approximate 5 million marks.

PHENOLIC ANTHRACENE - Until this summer Villars produced 60-75 tons per month in a great number of small quantities, with a fairly small output; the product contained a fairly large proportion of naphthoquinone. The new plant which is planned and which will no doubt be put into operation next April, will supply 100 tons per month. To supply needs until that time the anthraquinone equipment has had to be adapted. A similar installation in Ludwigshafen created no difficulties. At Villars production began in August. It amounts to 70-80 tons per month. (See enclosed report by Monsieur Fleuchot).

PHENYL-BETA-NAPHTHYLAMINE - The capacity at St. Denis was brought up to 75 tons per month. 50 tons were delivered in August already and 50 tons in September. The quality of the product supplied was considered very good, but the product in powder form is difficult to handle. The installing of a skimming machine (écailleuse) facilitates the subsequent treatment of phenyl-beta-naphthylamine. The sales-price has been reduced from 2.10 marks to 1.70 marks.

SYNTHETIC RESINS
GLYCOPHTHALIC RESINS

In order to ensure the execution of the naval program France must supply 500 tons per month of paint based on

(page 5 of original)

147 tons of synthetic resins. GLASSCO-SICOOLAC wanted to include Francolor amongst the firms supplying them by giving it a license for Glasurit. Francolor refused as it had its own patents, but found itself eliminated for this reason. After different steps had been taken we were given an order for 70 tons per month of solid resins. The product in question was like ALKYNAL T low viscosity. As the quality of DURCOOL NOW did not altogether satisfy the demands which were made on it the VERMIDINGEN process had to be used. Dr. KIRBERG came in September to supervise the manufacture. A few changes have been made in the equipment. The linseed oil which was available for the first charge will not suffice to give a resin with the requisite qualities. The third operation was begun without waiting for Dr. Kirberg, as the German navy was quick to get things started again. The acidity, viscosity and shade produced this time are similar to the sample of Dr. Kirberg. The product obtained is not perhaps as limpid, no doubt because it was manufactured in a vacuum. The fourth operation is to be carried out under a nitrogen current as Dr. Kirberg asked.

PHENYL-FORMAL RESINS
MALEIC ACID RESINS

Francolor supplies I.G. with the necessary quantities of phenol for the resin AM 2 which is intended for use by French manufacturers of paint for the naval program.

Monsieur Louis Frossard draws attention to the fact that St. Gobain has submitted a request for authorization to set up the manufacture of maleic anhydride.

As phenol-formol resins will certainly be replaced to a large extent in future by maleic resins, he is afraid that we shall be behind hand and shall not get a first

(page 5 of original)

place in this field.

Therefore he believes it indispensable to consider the production of maleic anhydride, since tests are sufficiently advanced now at I.G. to manufacture it on a basis of benzene as the initial product.

A production of 30-40 tons per month will be accepted for the application for a permit when we have received from I.G. the necessary information to undertake this step. Such information will include:

1. - Nature and quantity of raw materials needed.
2. - Quantities of coal.
3. - Nature and quantity of materials necessary to set up the plant.

SICCATIVES

Francolor will not manufacture any siccatives based on linseed oil. The factory in Grisehain can supply sufficient quantities of more modern products based on naphthenic acid.

HEXAMETHYLENETERAMINE

Dr. Ambros asks for a study to be made of the possibilities of producing 50 tons per month of hexamethylenetetramine in Villers for a few months. The drying apparatus will be delivered no doubt in November and could be fit for use in January. As this manufacture is to be substituted for pentaerythrit, at least for a certain time, Francolor will order from I.G. the quantities of pentaerythrit it needs for the resins to replace glycerine which is becoming more and more scarce. These quantities will amount to 10-15 tons per month.

Together with Dr. Oschatt possibilities will be examined for the use of hexanetriol.

(page 7 of original)

NEW MANUFACTURES TO BE SET UP IN VILLERS

here

It is a question of textile auxiliaries which it is planned to manufacture in considerable quantities at Villers. The products concerned are chiefly for fibrane and rayon. In accordance with the wishes of the German authorities such products will no longer be imported from Germany but will be manufactured in France with French raw materials. The distribution made by the Military

TRANSLATION OF DOCUMENT NO. 31 - 16259
COSTA RICA

Commander did not give Francolor the 35% it had hoped for. It will nevertheless play a leading part as its rivals do not dispose of installations of any size.

These auxiliaries can be divided into three groups:

1. - Products for the preparation and brightening of fibrane and rayon.
2. - Teasing and spinning of cotton (greasing).
3. - Refining of textiles (damping, washing, fulling, proofing).

The FRANCOLOR program is as follows:

| | Tons | | |
|--|---------------|-----------|---|
| Fatty alcohols based on olein | 16,5 | per month | |
| Seromine S G | 8,5 | " | " |
| Seromine special K or brightening . Special G | 6,6 | " | " |
| Remasit IT | 20,0 | " | " |
| Spooling oil MSO | 6,6 | " | " |
| Cyclanon G A | 6,3 | " | " |
| Brecolane | probably 12,- | " | " |

Fatty alcohols

The initial products are natural fats, which

(page 3 of original)

may be subjected to hydrogenation either by means of catalysis or by reducing them with sodium. The former process cannot be utilized immediately as it involves the use of apparatus made of special steels which are acid-resistant even under very great pressure. We can, on the other hand, have recourse to the second process, as most of the apparatus we need is to be found in the indigo workshop which is closed down.

The initial fatty acids are olein or products containing C12 to C16. The reduction after solution in ether by means of isobutyl alcohol will take place in the indoxyl blending apparatus after transformation of the mode of heating. It will be possible to obtain 50 tons of fatty alcohols per month. The purification of the fatty alcohols will be carried out in Building 89. The work will be begun at the earliest at the end of the year, as it is impossible to contemplate a partial start owing to the danger of fire if inflammable products were used in an unfinished workshop. Until then temporary use will be made of the workshop where butyl acetate is manufactured. Approximately 5 tons will be manufactured in October if the olein is received. On 3 October 400 kilos of olein were dissolved in ether; on the 6th reduction will take place by means of sodium. We think

TRANSLATION OF DOCUMENT NO. XI - 15289
CONT'D.

that the temporary workshop (building 93) will be capable of producing not 4-5 but 15 tons per month and perhaps even more if the time needed for reduction, everything included, does not exceed 15 hours.

Soroline 80

Condensation of stearic acid and P 6 (polyglycol or ethylene oxide). All that is needed is an enamelled apparatus which must be shaken. This manufacture will be set up in Building 92 where there is only the plant for indigole, and the larger part of the building is still.

(page 9 of original)

available for the auxiliary products which are required.

Special brightening 0

This is the result of the sulfonation of residues of alcohol of wax. I.G. has offered 500 tons of these residues to Villars, apart from the regular quota. The manufacture is not urgent as there is a fairly large quantity available at the moment. I.G. is endeavoring to introduce the use of this product in France as quickly as possible.

Spooling oil. - This is a mixture of mineral oil and soroline 80.

Cyclanex D A - is manufactured through the sulfonation of fatty alcohols by means of chlorosulfonic acid. A few alterations will have to be made in the equipment in Building 92. They will be ready this month.

Bancat K G E (without glue). This manufacture will be started at the end of the year. A colloidal grinder and a homogenizing machine have been sent to Villars by I.G.

In the case of all these products I.G. asks Francolor to take charge of the taxes on I.G. patents in France. It does not demand any license payment as the Brécolane agreement of 1934 is still in force. The patent offices of the two companies will settle the question of yearly payments on I.G. patents in France.

At the end of the discussion Dr. Ambros informs the meeting of how the Henckel and Gruenau groups have applied to him to learn if the Francolor group would not like to undertake to carry out the whole of the fatty alcohol program in France, a program which would include the manufacture of approximately 250 tons of these products per month. In this case they could no longer content themselves with reduction.

(page 10 of original)

by means of sodium, but they would have to consider the installation of a plant for hydrogenation by a high-pressure reduction apparatus.

Dr. Ambros points out that the setting up of such an apparatus will entail considerable expense, and that if, on the other hand, it is thought that after the war whale-oil will

reappear on the market, it is to be feared in this case that the apparatus will have to be closed down or at least no longer used to capacity. He thinks all the same that it would be wise to consider the installing of a high pressure reduction apparatus, as in case of necessity it could be used for other purposes after the war.

According to the statements of Dr. Roell the 80 to 85 cubic metres of hydrogen which can be obtained through electrolysis are sufficient for the manufacture of 100 tons of fatty alcohols per month. I.O. will send Francolor the description of a high pressure apparatus for hydrogenation, corresponding to the production mentioned above, and Monsieur Argant will then work out the time needed for the installation, especially as regards the high pressure tubes which will have to be ordered from Schneider at Le Creusot.

Dr. Ambros thinks they should arrange for the setting-up of the Messerschmidt process which makes a cost-price for I.O. of 0.10 marks for a cubic metre of hydrogen, as a ton of coke costs 30 marks. The normal price of a cubic metre of hydrogen is 4 to 5 pfennige in the case of big quantities.

The estimate for the set-up required for auxiliary products is attached to the present report. The Technical Committee has agreed that an overhead crane should be set up as quickly as possible in the raw materials depot.

Miscellaneous

Dr. Wenk draws attention to the apparatus which still exists at Villers in the phosgene plant and which belongs to

(page 11 of original)

the state. He considers that it would be wise to ask the French state to buy this material and especially the motors. Monsieur J. Frossard replies that we have already considered the acquisition ourselves and that negotiations are under way.

Product 23-17

According to schedule the program is for 30,000 tons per year, necessitating 5,500 tons of coal. It will certainly not be possible to carry out the program in its entirety the first year, especially in view of the lack of certain raw materials, in particular ammonium sulfocyanide and the residues of cellulose sulfite. Dr. Wenk insists on the utility of starting the manufacture of this product in France, on the one hand in order to save copper which is of primary importance at the present time and on the other hand because the product will certainly remain on the market after the war.

Monsieur J. Frossard reports on the preliminary exchange of views he has had with Monsieur Duchemin and also with Monsieur Furet of the company ALAIS PROGE ET CAMARGUE. He anticipates that Francolor will manufacture the basic product, that is, the DINITROBENZENE SULFOCYANIDE which will be made available to

manufacturers of copper sulphate and to those who produce Bordeaux mixture (spraying mixture against mildew). A questionnaire from the company ALAIS PROCE ET CHARGES is handed to Dr. Wenk.

PROGRESS OF MANUFACTURES

An examination of production during the second half of 1942 and the months of July and August show the necessity for an increase at Cisseil of the manufacture of products destined for the German economy. In this connection Cisseil could deliver dry Brécolane. Villers will send Cisseil a sample of Nohel IX for study. It is possible that the manufacture of Lutetia green will subsequently be increased at Cisseil. I.G. will see whether

(page 12 of original)

it can import this product into Germany.

The production of phenol will be developed to capacity. Cisseil will also find out what quantities of mononitronaphthalene and possibly of dinitronaphthalene it could manufacture per month. The plant in question will be given the task of manufacturing the condensation product dinitrochlorobenzene-selenium sulfonylchloride.

COAL-SUPPLIES

See statements attached. At Villers and Cisseil the situation is precarious, as well as at St. Clair which has recently had its fuel-supplies cut to the extent of 50% of its basic consumption. Means will be studied for the purchase and operation of a mine in the unoccupied zone with a daily output of not more than 30 tons.

DAMAGE CAUSED IN CISSEIL BY BOMBING

See enclosed estimate of damage.

SKILLED WORKERS FOR I.G.

Monsieur J. Frossard hopes that Francolor will place approximately 150 workers at the disposal of I.G. before 15 October. The exact date, however, will depend on the Minister of Labor who is the only person competent for such assignments. It is agreed that Ludwigshafen shall be notified before each departure.

DELIVERIES OF INTERMEDIATE PRODUCTS BY I.G.

A letter from I.G. received on the same day gives an exact picture of the present situation of these deliveries.

INSTALLATION OF NEW EQUIPMENT

The estimate is attached to the present report.

BUTYL-PHENOL - I.G. agrees to deliver butyl-phenol to Francolor in case of need. It could provide 5 tons every three months.

FACTORY IN NIEME - As I.G. agrees to purchase the equipment for itself at a

TRANSLATION OF DOCUMENT NO. NI - 15259
CONT'D.

(page 13 of original)

price of 60,000 marks and to accept the cost of dismantling it, it is decided that this offer shall be submitted again to the Etablissements Lubmann, the sole proprietors at present of the factory of Croix-Wagnachal.

The agenda being terminated, the meeting is closed at 1700 hours.

CERTIFICATE OF TRANSLATION.

I, DOROTHY E. PLANCHER, USFET 492, hereby certify that I am thoroughly conversant with the English and French languages and that the above is a true and correct translation of Document No. NI - 15259 .

29 April 1948

DOROTHY E. PLANCHER
USFET 492.

CASE 6
TRIBUNAL VI

PROSECUTION

Losses Copies of Documents separate Instructions

Exh. No's 2200 - 2354

ENGLISCH



Case 6
sep. gch.
96

TRANSLATION OF DOCUMENT NO. 11-13509
OFFICE OF U.S. CHIEF OF COUNSEL
FOR WAR CRIMES.

Copy.

Exh # 4024

High Command of the Armed Forces
(Oberkommando der Wehrmacht)
Economic Armament Office (W1 Rue Amt)
File No. II b/o West Staff Ia
1152/40

12 March 1940

(In handwriting):
WC/175

Re: Supplying of Electrical Current for the Expansion
of the Aluminum Production.

To the
High Command of the Army (General Headquarters)
(Oberkommando des Heeres - OCH).

Enclosed we forward a letter from the plenipotentiary
for special questions in the chemical production together
with the opinion of the High Command of the Armed Forces
(Economic Armament Office) of 23 February 1940, as well as
that of the Foreign Office dated 9 March 1940. The Foreign
Office/Defence Department has declared that there are no
objections on political grounds.

With respect to the objections mentioned by the
Foreign Office and based on international law, the High
Command of the Armed Forces, Generaloberst Keitel, in reply
to the report of the office chief in the Economic Armament
Office, Lieutenant General Thomas, took the decision today
that these objections based on international law are not
pertinent since the extension of the installations both
of the Simon pit as well as of the Burbach foundry are
to be and must be undertaken for reasons determined by the
necessity of war.

The High Command of the Armed Forces (Economic
Armament Office) therefore requests that the competent
army command be instructed accordingly.

The Chief of the High Command
of the Armed Forces

By order
signed Huebnermann.

3 Enclosures.

For information to:
Liaison officer (Economic Armament)
in the High Command of the Army.

CERTIFICATE OF TRANSLATION.

I, DOROTHY E. PLUMMER, USFET 492, hereby certify that I am
thoroughly conversant with the English and German languages
and that the above is a true and correct translation of Document
No. 11 - 13509.

DOROTHY E. PLUMMER
USFET 492.

12 January 1948.

(E N D)
- 1 -

Case 6
sup
up

COPY OF DOCUMENT NO. NI - 15363
OFFICE OF U.S. CHIEF OF COUNSEL
FOR WAR CRIMES.

Exh 4252

A F F I D A V I T

I, Esther Glasman, ETO No. 2353, Research Analyst, after having first been warned that I will be liable for punishment for making a false statement, state herewith under oath, of my own free will and without coercion, the following:

In the course of my official duties, I found in the I.G. Farben Control Office, Records Building, Griesheim, a folder marked "12" "Frankfurter Diversee", which was among files of Dr. Eugler located in Room No. 5 of the Records Building. This file was handed by me to Yvonne A. Schwars, ETO No. 30108 on 22 April 1948, for forwarding to a research analyst of the prosecution lawyer who might be concerned. I did not add anything to or alter anything in any of the documents contained in the folder.

I have carefully read this one page of this declaration and signed it personally.

(signed): Esther Glasman

ESTHER GLASMAN, ETO No. 2353,
OFFICE OF CHIEF OF COUNSEL FOR
WAR CRIMES, U.S. WAR DEPARTMENT.

4 May 1948.

Sworn to and signed before me this 4th day of May 1948 at the Palace of Justice, Nuremberg, Germany, by Esther Glasman, known to me to be the person making the above affidavit.

(signed): John J. Boll

JOHN J. BOLL, AGO No. 444418
OFFICE OF CHIEF OF COUNSEL FOR
WAR CRIMES, U.S. WAR DEPARTMENT.

C E R T I F I C A T E

I, ELVIRA RAPHAEL, AGO B 397972, hereby certify that the above is a true and correct copy of Document No. NI - 15363, the original of which is in the English language.

5 May 1948

ELVIRA RAPHAEL
B 397972.

Acad 6
sep. 1948

96

COPY OF DOCUMENT NO. XI - 18284
OFFICE OF U.S. CHIEF OF COUNSEL
FOR WAR CRIMES.

Exh 2 21453

A F F I D A V I T

I, Yvonne A. Schwars, WFO No. 20106, Research Analyst, after having first been warned that I will be liable to punishment for making a false statement, state herewith under oath, of my own free will and without coercion, the following:

In the course of my official duties I received from Esther Glusman WFO No. 2353, at the I.G. Farben Control Office, Records Building, Grisehain, on 22 April 1948, a folder marked "12" "Frankfurter Divergenz", which I handed to Elvira Raphael, WFO No. 2397972, on 23 April 1948, research analyst for Mr. Newman. I did not add or alter anything in any of the documents contained in the folder.

I have carefully read this one page of this declaration and signed it personally.

(signed); Yvonne A. Schwars

YVONNE A. SCHWARS, WFO No. 20106,
Office of Chief of Counsel
for War Crimes. U.S. War Department.

Munich, 4 May 1948.

Sworn to and signed before me this 4th day of May 1948 at the Palace of Justice, Munich, Germany, by Yvonne A. Schwars, known to me to be the person making the above affidavit.

(signed); John J. Boli

JOHN J. BOLI,
U.S. Civilian WFO No. 444412
Office of Chief of Counsel
for War Crimes. U.S. War Department.

C E R T I F I C A T E

I, ELVIRA RAPHAEL, WFO 2397972, hereby certify that the above is a true and correct copy of Document No. XI - 18284, the original of which is in the English language.

5 May 1948

- 1 -
(E N D)

ELVIRA RAPHAEL
2397972

A F F I D A V I T

I, ELVIRA RAPHAEL, AGO # 397972, Research Analyst, after having first been warned that I will be liable for punishment for making a false statement, state herewith under oath, of my own free will and without coercion, the following.

In the course of my official duties I received from Yvonne A. Schwart, HCO No. 30106 on 23 April 1948, a folder marked "12" "Francolor Diverses". The document introduced as No. VI-16227, Proc. Exh. 2196, copy of a letter to Envoy Hansen of 17.3.1941, was found by me in the aforementioned folder in the same condition as it was when offered in evidence on 3 May 1948 in Case No. VI. I did not add anything to, or alter anything in, the document and the original in its present form is exactly as I found it in the folder, including the handwritten "sign. v. Schnitzler".

I have carefully read the one page of this declaration and signed it personally.

(signed): Elvira Raphael

ELVIRA RAPHAEL
AGO # 397972,
Office of Chief of Counsel
for War Crimes, U.S. War Department.

Munich, 4 May 1948.

Sworn to and signed before me this 4th day of May 1948 at the Palace of Justice, Munich, Germany, by Elvira Raphael, known to me to be the person making the above affidavit.

(signed): John J. Roll

JOHN J. ROLL
U.S. Civilian AGO No. A 444412
OFFICE OF U.S. CHIEF OF COUNSEL FOR
WAR CRIMES, U.S. WAR DEPARTMENT.

COPY OF DOCUMENT NO. XI - 15385
CONT'D.

C E R T I F I C A T E

I, ELVIRA RAPHAEL, AGO S 397972, hereby certify that the above is a true and correct copy of Document No. XI - 15385, the original of which is in the English language.

5 May 1948

ELVIRA RAPHAEL
S 397972.

Case 6
sup. inhibition
of

Exh # 2255

OFFICE U.S. CHIEF OF COUNSEL FOR THE CRIMINAL
TRANSLATION OF DOC. NO-1318

The Reich Minister
Of the Interior

Berlin, 4 January 1942

IV s 3835/41
5640

Consultant: Mr. Dr. Bieber (Handwritten notation) RUSH 12

Expedient: -----

(Registration
Stamp)

Note:

On 29 December 1941 a conference took place at the Reich Ministry of the Interior concerning the development of a typhus vaccine in which, aside from the undersigned, the following took part:

From the Institute of Infectious Diseases
"Robert Koch": Vice President Dr. Gildemeister

From the Governing Body of the Government General:
Dr. Kudicke
Med. Ret. Dr. Buurmann

From the Army Medical Service: Oberstabsarzt Dr. Scholz

From the I. G. Farben Industry,
Behring Works Department: Director Zahn
Neumann
Dr. Desnitz

The conference had the following results:

- a) A production center is to be erected in the Government General, specifically at Lemberg, which is to develop an anti-typhus vaccine according to the Weigl method. The production center is to be erected and activated by the Behring Works. The Wehrmacht has been asked, and has indicated its willingness, to place Professor Weigl at disposal for training of personnel, equipping of rooms, etc. The governors of the Government General will furnish the necessary buildings and rooms. The Behring Works will secure the necessary equipment and

(Page 2 of original)

place the required orders for this with the Reich Office for Economic Development (Wirtschaftsausbau) with a priority certification from the governor general. Production shall be built up in the shortest possible time so that its capacity will be the equivalent of that of the existing Wehrmacht Institute (Krakow and Lemberg). The vaccine developed is to be primarily at the disposal of the Reich and the Government General.

TRANSLATION OF DOC. NO-1315 CONT'D

- b) The vaccine which is presently being produced by the Behring Works from chicken eggs, shall be tested for its effectiveness in an experiment. For this purpose Dr. Dermitz will contact Obersturmbannführer Dr. Krugovski.
- c) If this Behring Works vaccine is proved to be effective, the production capacity of the Behring Works in Harburg shall be essentially increased. The Behring Works will address an application to the Reich Minister of the Interior for a priority certificate for the securing of the required contingents, and place the necessary orders with the Reich Office for Economic Development with this priority certificate.
- d) The production of typhus vaccine at the "Robert Koch" Institute shall be increased.
- e) Methods for testing typhus vaccine shall be developed which will make state control possible.

The Behring Works are sending a representative to the Government General on 6 January 1942, so that preparations can be initiated immediately for the production of typhus vaccine according to the Weigl method.

(signature) Bieber
Ministerialrat

Berlin, 29 December 1941

CERTIFICATE OF TRANSLATION
OF DOCUMENT NO-1315.

I, Ellinor Jasinski, AGO No. D-434562, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the Document No. NO-1315.

ELLINOR JASINSKI
AGO D-434562

TRANSMISSION OF DOCUMENT 60, NY-15289
OFFICE OF CHIEF OF COUNCIL FOR THE
GOODS

Political Police

District Rotterdam
Station Dordrecht

In the Name of the Law

CERTIFIED DECLARATION

Today on 7 October 1947 we, Wilhelm Vogels, Commander of the Dordrecht Station of the Political Police, Department Collaboration with the Enemy, District Rotterdam, simultaneously Political Official in an honorary capacity, and Coort Hendrik van Nijnsbergen, Office Chief of the Dordrecht Station of the Political Police, Department Collaboration with the Enemy, District Rotterdam, in connection with the investigation instituted against the firm of I.G. Farbenindustrie on behalf of the Military Tribunal at Nuernberg, which investigation we were requested from the Dutch side to carry out by Mrs. E....C. Wajlink, a Chief of the Department Economic Directions of the Directorate General in charge of Special Courts, confiscated from

----- Johanna Margaretha BOUHEULS -----
born 9 November 1910, -----
by profession agent with the Regional Labor Office, Hartogenbosch,
residing at Hartogenbosch, Gelderscheden 53, the following document:

A letter of the German expert within the Labor Office Hartorenbosch, dated 21 July 1944, addressed to the Police Municipal Dordt, informing that the Dutch National G.J. der Brouwer, born 4 May 1924, residing at Dordt, Nieuwe Kerkstraat 51, has to be brought to camp Amersfoort. The person concerned has returned from I.G. Farbenindustrie A.G. Leverkusen.

The original document is attached to this certified declaration.

The first investigation official has drawn up this certified declaration covered by his official oath, and it also has been signed by the second official.

Signed at Kortogenbosch, 7 October 1947

The Police Official in an honorary capacity

(signature) T. Vogels
T. Vogels

(signature:) C.H.v. Slingsbergen
C.H.v. Slingsbergen

C E R T I F I C A T E

This certificate is pertaining to document NI-14031, certified by
Yvonne A. Schwarz, ETO No. 20108.

YVNTL L SCH 432
70 No. 20108

CERTIFICATE OF TRANSLATION

I, IVONNE A. SCH 122, ETO No. 20108, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation from the German translation of document No. NI-15289, the original of which is in the Flemish language.

IVONNE A. SCH 122
ETO No. 20108

have 6
my distribution
of

Exh # 2257

TRANSLATION OF DOCUMENT NO. 10-1313
OFFICE OF CHIEF OF COUNSEL FOR THE
NAZIS

Rechtsanwalt
HELMUT SCHNEIDER

(Translator's note: handwriting:
"Registered".)

Goslar, 4 March 1948
Bober Triftweg 22
Tel.: 3584

To
Mr. Benvenuto von Halle,

Muggerberg
Palace of Justice
(Prosecution).

Dear Mr. von Halle,

When reading through my copy of the affidavit I made for the Prosecution on 4 March 1948 I was sorry to find that in paragraph 10, I overlooked a mistake in the formula. In my affidavit it says there: "... in the early stages of the construction site they at various times carried inmates who were ill or who looked as if they were dead back to Mauthausen with them." This is not accurate, because I only saw inmates of this kind during the early days, when Mauthausen was not yet in existence as a work camp. Therefore, in accordance with my statements, it would be correct to say instead: "... in the early stages of the construction site they at various times carried inmates who were ill or who looked as if they were dead back with them to the concentration camp Mauthausen."

Also it would be more accurate to say in paragraph 15: "I believe that Dr. Guerfield negotiated with Dr. Thierack about getting clothing from the concentration camp Mauthausen, which was intended for the IG construction site." As far as I know this clothing was not, as is stated in the present text of the affidavit, intended only for the IG staff, and in fact it was distributed to the entire (staff of the) concentration site.

As a matter of form and in the interests of the truth, may I ask you to take note of these corrections and

(page 2 of original)

to see that the necessary steps are taken to correct the affidavit.

In addition I think I am justified and in the interests of objectivity (including that of the Prosecution) when obliged to draw your attention to the fact that the report which your office made of my interrogation, in, as I have found out, either incorrect in some places and at times even distorts the sense. Obviously this is due to the fact that the shorthand report was inadequate or was not transcribed properly onto the typewriter. For instance the names of various persons have repeatedly been put down completely wrongly so that sometimes I was unable to remember whom I had actually mentioned in the interrogation. These difficulties were of course particularly great because I did not get to see the report until many months after my interrogation. I suppose, that you, sir, have noticed these inaccuracies and mistakes in the report yourself, but I did not want to fail to draw your attention to this myself particularly.

Yours very respectfully

(signature): Helmut Schneider

TRANSLATION OF DOCUMENT NO. NI-15150
CONT'D. -----

CERTIFICATE OF TRANSLATION

I, DOROTHEA L. GALEWSKI, ETO # 34079, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of document No. NI-15150.

DOROTHEA L. GALEWSKI
Civilian,
ETO No. 34079

Use 6
up. Dist. 6.
4.

E+4.2258

EXCERPTS OF

TRANSLATION OF DOCUMENT No. AT-15294
OFFICE OF CHIEF OF CONSUL PG. WAR CLAIMS

PERIODICAL
FOR
HYGIENE
AND
INFECTIOUS DISEASES.

.....
124 Volume
.....
1943
.....
1943
(page 2 of original)

(From the Institute for Hygiene of the Waffen SS in Berlin --
Chief: SS Standartenfuhrer Dozent Dr. Dr. MAUGGSEY).

ON THE CLINICAL EFFECT OF VARIOUS TYPHUS VACCINES
ON HUMAN BEINGS AND THE INVOLVEMENT OF TYPHUS AFTER
ELSE CLINICAL VACCINATION.

By
Dr. Erwin DISE, SS-Standartenfuhrer
with 2 illustrations.

During the 3 winters of 1940/ 1943 cases of Typhus among
groups of male persons could be observed on a large scale. Among
the patients there were doctors, nursing personnel, soldiers,
and civilians. The persons who had undergone protective
vaccinations are used, with their own approval, in territories
and on jobs where the contact with Typhus and the lice that
transmit the disease was particularly close and would most
probably lead to an infection.

When classifying the available material, the patients were
divided into groups, one group for each of the various vaccine with
which the inoculated persons had been treated, and one group
for the non-inoculated persons, only such persons were chosen in
whose case it was possible to fix the day of infection with
certainty. The number of persons was about equal in each group,
so that comparisons between the individual groups could be made.
Those cases of infection of non-inoculated persons were regarded
as "normal Typhus cases" (comparative groups I and II) which
occurred in the same place, at the same time, and under
practically the same conditions. It must be noted that the
infections of comparative groups which differed as to place and
time sometimes differed very much in their clinical development
a phenomenon which has already been pointed out by MAUGGSEY,
amongst others, with great emphasis.

(page 2 of original)

The average age of all persons observed can be gathered from chart I.

Chart I, Average age.

| Special vaccine group | | | | | | Cooperative groups | |
|-----------------------|------|---------|-----------|------|------|--------------------|-----------|
| IA | IB | IC weak | IC strong | IIA | IIB | I | II |
| Age | 35.5 | 32.9 | 32.4 | 32.9 | 31.3 | 32.6 | 31.7 30.1 |

The observed persons in group I whose average age was 33.2 and those in group II whose average age was 31.2.

(page 3 of original)

were used 5 - 8 weeks after the last protective vaccination. Before that possibility of any contact with *Vyphus exanthematicus* had been excluded. They had been excellently fed, were in very good health, and free from intercurrent diseases.

Nature and isolation of vaccines used.

Within the above mentioned groups which had contracted Typhus we used a number of different vaccines for purposes of active protective vaccination of human beings; the vaccines had been produced from dead strains of *Rickettsia prowazeki* - and *Rickettsia mooseri*. We can dispense with a detailed description of the method of manufacture in view of the literature published on this matter.

Vaccine I A was manufactured from the intestines of lice containing strains of *Rickettsia prowazeki* according to the process of Weil, but in its amended form invented by L. A. ². It was used for vaccination in doses of 17.33 cc containing 50 intestines of lice.

Vaccine I B was manufactured by Gilchrist and Hagen ³ of the Robert Koch Institute, Berlin, by means of process following the one invented by Cox and Otto Wohlraß. For this vaccine pure strains of *Rickettsia prowazeki* from the Western territories of Europe were used, the quantity of vaccine produced from the yolk-sac of a hen's egg being 25 cc.

Vaccine I C, "weak" was produced by the Behring Werke Marburg (Lahn), by means of a process following the one invented by Otto and Wohlraß ⁴. When breeding the cultures on yolk-sacs of hen's egg which had been set on, strains of *Rickettsia mooseri* and *Rickettsia prowazeki* were mixed. One egg yielded 450 cc of vaccine. This vaccine is no longer being manufactured.

(page 3 of original, cont'd)

Vaccine I C "strong" was manufactured according to the same process as I C "weak", but only diluted to 250 cc. This vaccine, therefore, contains almost twice as many Rickettsiae as the vaccine "I C weak". (no longer manufactured).

Vaccine II A was developed and produced by Giroud⁵ at the Institute Pasteur, Paris, from lungs of rabbits containing strains of Rickettsia prowazeki from the eastern territories of Europe and from North Africa. One rabbit lung weighing 35 - 50 yielded about 1 liter of typhus vaccine.

Vaccine II B was manufactured in Roumania according to the directives of Combescu, Iata, Manilescu, Yop, and Tascanu⁶. For this vaccine lungs of dogs were used as the carriers of Rickettsiae.

Tolerance of the vaccines.

The tolerance of the vaccines was good on the whole and their effect did not go beyond the experiences hitherto made in the case of inoculation with typhus vaccine. The relatively strongest symptoms were caused by the vaccine produced according to the Veigl process (illustration).

There were local inflammations, swellings, and minor infiltrations, especially after the second injection, in some cases there was also a rise of temperature up to 37.8° C. These symptoms disappeared after about 5 - 10 hours except for the infiltrations which were felt for some days.

* Personal information received from Prof. Giroud (strain "Lima-Basta" and "Warsaw 13").

(page 4 of original)

The best tolerance was observed in the case of the lung vaccine, which caused no symptoms with about 3/4 of the persons who had undergone protective vaccination. The remainder again showed local inflammations, light swellings, and minor rises of temperature. In the case of the vaccine I B, I C "weak" and I C "strong" about half of the persons concerned experienced no change of their state of health in general and showed no local symptoms. The other 50% showed rather, swellings, and minor rises of temperature up to 37.6° C, and in quite isolated cases there were headaches, vomiting, conjunctivitis, and light diarrhoea. In no case was the capacity to work impaired.

(page 4 of original, cont'd)

Tolerance of vaccine .

Illustration No. 1

In all cases observed a complete protective vaccination was carried out in three periods. Persons who had been vaccinated repeatedly were not used for the comparisons.

Clinical development of Typhus in Case of
Non-Inoculated Persons and Persons having
undergone Protective Vaccination.

We most carefully observed the clinical picture of Typhus during the two group infections, both in the case of non-inoculated persons and of those having undergone protective vaccination. The incubation period in the case of Typhus has been fixed by Jurgens at 11 - 14 days. Schittenhelm*, who knew the day of infection for certain when he himself contracted Typhus, was able to calculate a period of 13 days up to the outbreak of the illness.

According to our observations, however, doctors who have treated this disease have known of considerably shorter incubation periods. On the occasion of an accident in a laboratory 3 persons contracted Typhus due to an infection with the strain "Metalska", which has shown itself extremely virulent in the course of experiments on guinea pigs (strain of Bicketts prowsaki from the Robert Koch Institute, Berlin).

* Personal information received from President Prof. Gillea (star).

(page 5 of original)

All 3 sick individuals were not vaccinated and certainly free of lice. The 4th individual whose disease history (see below) will be told in brief, infected himself with a lancet which was covered with a *Rickettsia prowazeki* strain on a horse egg culture. This sick individual had been vaccinated before with Weigl vaccine from the Typhus Research Institute of the OEH in Graz.

1. H.A., 41 years old. 48 hours before, infection with typhus virus. Immediate reception at the Epidemics Hospital. Prot. OX 19-agglutination negative.

Findings. Well fed and in good physical condition. Skin and visible mucous membranes moderately permeated with blood. Temp. 37.7 °C. Pulse 132, conjunctivitis, sensitiveness to light, bloated face, spleen not touchable. Blood pressure acc. RH 120/80.

Progress. On the 9th day after the infection eruption of the exanthem, which became haemorrhagic on the 12th day. Extension now on the palms. On 21st day disappearance of the exanthem. Prot. OX 19-agglutination on 12th day 1:400, on 19th day 1:12 800. Blood pressure since the 10th day sunk to 85/50. Blood picture: Leukocytosis, in the 2nd week about 20 000. On the 4th day increase of the "stab cells" to 12%. 19th day loss of fever. Pulse 110; during fever delirious conditions for days with strong motoric unrest. Recovery without anything special. - Diagnosis: Typhus.

2. L.A., 29 years old. Often relapsing illness of the bile. As child ricketts. 10 years ago pneumonia. 3 days ago infection with typhus virus. Prot. OX 19 agglutination negative.

Findings. Well fed and in good physical condition. Temperature 38.6; Pulse 104. Blood pressure acc. to RH 140/100. Strongest sensitiveness to light, conjunctivitis, acute headache, especially in eye-sockets towards the back of the head. Neck painful when pressed, indicated stiffness of the neck.

Progress: Appearance of a small spotted, light red petechial exanthem on thighs and trunk. On the hands single small pale-red spots. Blood pressure sunken to 95/55, systolic noise over the top of the heart. Patient takes the impression of being seriously ill. Greatest motoric unrest of the hands (movement of counting money), delirious attacks particularly in the evening. Fever goes up to 40°. On 16th day critical sinking of fever to 35.9° C. Around 20¹⁵ hours death. From the 8th day blood pressure sunk to 95/55. On the 16th day 80/50. Pulse at first up to 110, from the 14th day on strong bradycardia with pulse around 60. Blood picture during the 1st week light leukocytosis from 7 to 81 000, increase of the "stab cells" from the 5th day on up to 20%. 11th day Prot. OX 19-agglutination 1:200. - Diagnosis: Death due to cessation of cardiac circulation.

3. P.A., 27 years old. Never seriously sick before. 48 hours ago infection with typhus virus. Prot. OX 19 agglutination negative.

(page 5 of original, cont'd)

Findings: Great headache in the evening. Purged tongue. Bloated face. (Face of an individual drinking red wine), calves very painful if pressed, particularly vivid reflexes of the knee- and the patellar-sinews. Temperature 38,2°; pulse 98. Spleen touchable.

Progress: After the increase of temperature on the 2nd day, normal temperature of 36,8° around the morning of the 3rd day; during the afternoon steep increase to 40,6° continued until the 16th day. On 17th day critical decrease of fever followed by normal temperature. On 8th day after the infection appearance of blue-red roseolae on thigh and belly gradually also on the trunk. On the 10th day the roseolae become hemorrhagic. Skin between the single roseolae reddish. From the 20th day up disappearance of the exanthem. Strong participation of the central nervous system, tumescence, bad hearing,

(page 6 of original)

double seeing. Disappears only on the 10th day after the decrease of fever. Slightly bad hearing can be proved three months after the decrease of fever. On the 11th day Prot. OX 19-agglutination 1:400, on the 18th 1:600, 14 days after the disappearance of fever still 1:6300. Blood pressure sunk from the 6th day to about 80/60, increases after the disappearance of fever to 100/70 and reaches 120/90 within 3 weeks after the disappearance of fever. At the beginning increase of pulse to 110; pulse decreased since the disappearance of fever to 70-80 per minute. Obstinate cystic catarrh during convalescence. - Diagnosis: Typhus.

Case 2. M.D., Dr. Med., 30 years old. No serious illness before. On 3rd day after the infection with typhus virus toward evening feeling of lassitude, slight headache, especially above the eyes. Temperature 38,2; on 4th day almost free of complaints. On 5th day increase of temperature to 38,9, most severe headaches, especially behind the eyes, conjunctivitis, sensitiveness to light, bloated eyelids, calves and thighs painful if pressed, also the femoral muscles, skin on trunk particularly sensible. Sporadic roseolae on both sides. Brought to the hospital toward evening.

Progress: Moderately serious typhus with increase of temperature to 39,5°. Very slight participation of the central nervous system (no numbness besides the very strong headaches). Circulation RR 90/50 during about 3 weeks. On the 12th day critical disappearance of fever. Pulse increased after a long time to around 100. During convalescence tendency to faint, otherwise without complaints. Prot. OX 19-agglutination during the 2nd week 1:800. Diagnosis: Typhus after previous vaccination.

(page 6 of original, cont'd)

The incubation periods in the observed disease groups were around 2-5 days in the comparison group I (not vaccinated), around 2-10 in group II (not vaccinated). The greatest accumulation of the beginnings of the disease was observed in the not-vaccinated comparison groups on the 2nd and 3rd day (table 2).

The patients under observation showed clearly that a particularly serious disease is to be expected after a very short time of incubation. All cases with periods of incubation up to 5 days are to be called moderately serious or serious, with a strong participation of the central nervous system (Deliria, paralysis, cerebral vomiting) and the circulation. Definitely light illness was not observed if the incubation period was so short. There is the possibility that a very concentrated infection with typhus morbilif agents results in a particularly fast breaking through of the defense abilities of the body and then in an especially serious illness. This assumption seems to be confirmed by our material because all cases of illness with fatal results had shortened incubation periods of 2-5 days.

If there was previous vaccination the incubation period, in comparison with not-vaccinated groups, was longer (table 2), but still considerably shorter than it is generally assumed. With the exception of the vaccine group IIB with 4 and 5 days, the beginning of the illness is concentrated on the 6th - 7th day after the infection.

(page 7 of original)

Table 2. Time of incubation in the individual groups of patients
 (numbers of sick persons shown in parentheses; days on which
 these numbers reached their peak are circumscribed by lines).

| Day of beginning of disease | Special vaccine groups | | | | | | Control groups | |
|-----------------------------------|------------------------|---------|--------------|----------------|----------|----------|-------------------|---------|
| | IA % | IB % | IC weak % | IC strong % | IIA % | IIB % | I % | II % |
| 2 & 3 | - | 8.6 | 17.8 | 18.2 | 10 | 20 | 160 | 163.2 |
| 4 & 5 | 3.2 | 14.3 | 17.8 | 32.2 | 10 | 150 | 40 | 21 |
| 6 & 7 | 158.1 | 145.7 | 139.9 | 136.4 | 165 | 15 | - | - |
| 8 & 9 | 36.5 | 25.7 | 24.5 | 14.2 | 5 | 15 | - | 10.5 |
| 10 & 11 | 3.2 | 5.7 | - | - | 10 | - | - | 5.3 |

The initial stage of typhus in the control groups I & II (not vaccinated) was marked by a rise of temperature up to 39 - 40 degrees C, violent aches in the head and forehead, verticular on top of the eyes, pain in the limbs and muscles (calves), slight conjunctivitis with sensitivity against light, bloated eye lids and slight oedema of the respiratory organs. In these groups, the reactions were uniform, to a large extent, with the descriptions of the initial stage of typhus given by Samanishin 9 and Valther 10. On the other hand, the initial stage of typhus was atypical in the case of those groups which had been given protective vaccination. In these cases, too, rise of temperature up to 37.8, slight headache, and a certain feeling of lassitude prevailed, but they were so slight that they could not be considered typical typhus symptoms. Our experience agreed with that of Eyer and his collaborators, to the effect that particularly in the early hours of the day a definite minimum of symptoms prevailed, but that they return within 2 hours after the patients get out of bed. The slightest symptoms were observed in the case of the vaccines I A, I B and II A. The same applies to the subsequent clinical stages of the disease. Slightly stronger initial symptoms were observed in the case of the vaccines I C

(page 7 of original cont.)

weeks and 10 days. In these cases, too, the initial symptoms observed were noticeably milder than in the control groups.

The duration of high temperature in the control groups (not vaccinated) I and II was 17 and 18 days (table 3), and this agrees to a large extent with the data on typhus given by Schittelman⁸ and other authors.

Large deviations occurred, on the other hand, in the case of persons who had been given protective vaccination; this applies both to the duration and the degree of the temperature. In the case of all persons vaccinated for protection, the average duration of temperature was 10 - 12 days, which means 5 to 7 days less than in the case of not vaccinated patients. In the case of the patients of the vaccine groups I B and II A, the duration was 10 days, in the case of those of vaccine group I A, it was 11 days on the average; this means a slight shortening compared with the Shering vaccine I C.

(page 8 of original)

Table 3. Average of duration of high temperature

| | Sp. dist. vaccine groups | | | | | | Control groups | |
|---|--------------------------|-----|----------|------------|------|---------|----------------|----|
| | I A | I B | I C work | I C string | II A | II B | I | II |
| Shortest and longest duration of high temperature in days | 6 | 5 | 7 | 8 | 6 | 6 | 15 | 12 |
| | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 |
| | 16 | 13 | 17 | 16 | 14 | 15 | 20 | 12 |
| average in days | 11 | 10 | 12 | 12 | 10 | 12 (14) | 17 | 12 |

work and I C string and with the vaccine II B made from dogs' lungs (12 days); the remission after initial high temperature is shown particularly clearly in the average curve in the case of vaccine II B; this had been pointed out first by Picelle 12 and later by Krugovskiy. The same reaction had been observed in the case of murine typhus by Jauffler and Plesner 13. As for the height of the temperature in these typhus cases is concerned, it was most favorable in the average curve (illustration 2) of the vaccine groups I A, I B and II A, in which a limit of 39 degrees C was not exceeded. The groups I C work, I C string and II B, too, showed a noticeable reduction of the height of the temperature, compared with the control groups. It was, therefore, concluded that - according to the experiments carried out - protective vaccination against typhus exerts a favorable influence both on the duration and the height of the temperature.

The usefulness of protective vaccination with regard to blood circulation is less noticeable. Compared with the non vaccinated control groups (average diameter of blood pressure 85/55 mm Hg after I.E. cannot be established for any of the vaccine groups.

(page 2 of original cont.)

Table A. Average decrease of blood pressure.

| | Special vaccine groups | | | | | | control groups (not vaccinated) | |
|-------|------------------------|-------|---------|-----------|-------|-------|------------------------------------|-------|
| | IA | IB | IC weak | IC strong | IIA | IIB | I | II |
| mm Hg | 90/60 | 90/60 | 90/60 | 90/60 | 90/65 | 90/60 | 85/50 | 85/55 |

With regard to the pulse, it can be stated that in case of vaccination it goes back to normal a little earlier than without this measure (illustration 2). When the overall data concerning the sickness was screened, it was established that a noticeable influence on the pulse could be observed during the peak of the sickness; during the convalescence this was different. On the other hand, the effect of protective vaccination on the control nervous system seems to be extremely valuable. Before in the not vaccinated control groups the control nervous system was strongly affected in accordance with the

(page 9 of the original)

Diagrams of average pulsation and temperature.

Illustration 2.

descriptions given by Jarins 7, it could again and again be established in the case of our own patients that the vaccinated typhus patients gave the impression of being much

(page 10 of original)

These animals were sick than the non-vaccinated patients. The reaction of the central nervous system was shown by bulimia, partly by slowness of speech, frequent twitching of the facial muscles, shivering at night, heavy somnolence during the day, partly combined with asthenic unrest - but all this was noticeably milder than in the case of non-vaccinated patients.

Partially, during of the exanthema was observed only in the vaccine groups 10 "weak" and 10 "strong". In one case, delirium and delirium occurred. However, these symptoms lasted only 2 - 4 days, whereas they were observed to last up to 7 weeks in the non-vaccinated control groups.

The influence of protective vaccination on the duration and the violence of the exanthema seems to be remarkable. In the control groups, it was observed in full strength on 100 % of the patients observed. In the first group, the skin reaction lasted 12 days at the average, in the second group 16 days.

On the other hand, in all vaccinated groups the exanthema was, on the average, visible only 6.8 - 8.4 days (table 5). The nature of the exanthema, too, was different compared to the non-vaccinated groups. In most cases, the vesicles did not become hemorrhagic. In no case, the skin between the individual vesicles was discolored diffusely. Here, too, we can practically confirm with the observations of Byar and collaborators.

(pg. 11 of original)

Table 5. Average duration of exanthema.

| | Special vaccine groups | | | | Control groups (not vaccinated) | | | |
|-----------------|------------------------|-----|----------|------------|---------------------------------|------|------|------|
| | I A | I B | I C weak | I C strong | II A | II B | I | II |
| average in days | 7.3 | 7.0 | 6.3 | 8.4 | 6.6 | 7.5 | 13.0 | 16.0 |

However, the way in which the exanthema appears, varies. In most cases, it erupts all at once, whereas it appears by way of several small reactions in approximately one third of the cases. With regard to the violence and persistence of the exanthema, the individual vaccines showed the following reactions:

Vaccine I A. 58% of the patients showed a clearly noticeable exanthema lasting 7-8 days on the average. In 13% of the cases, it was not clearly noticeable and disappeared quickly. 29% remained free of visible skin reactions.

Vaccine I B. 54% developed an exanthema which lasted 7 days on the average. 11% showed not clearly noticeable skin reactions which disappeared quickly. 34% remained free of exanthema.

Vaccine I C weak. In 91% of the cases, a clearly noticeable exanthema developed and lasted 6.3 days. 6% showed not clearly noticeable skin reactions which disappeared quickly. 3% remained free of skin reactions.

Table 6.

Average movement of leukocytes and platelets (Stabkoralign) in typhus cases.

(Page 12 of the original)

Vaccine C II "strong". In 70.4 % of the patients the exanthem was visible for an average of 8.4 days. 17.6 % remained free of an exanthem, 12 % had a rapidly disappearing, almost indistinct rash.

Vaccine II A. At 55 % of the typhus patients an exanthem was observed which lasted for an average of 5.8 days. 30 % had skin symptoms which disappeared rapidly and were indistinct; 15 % remained free of such symptoms.

Vaccine IIP. 60 % of the patients showed a very distinct exanthem which lasted for an average of 7.5 days. 25 % had rapidly disappearing skin symptoms; 15 % had no visible rash.

The picture of the red blood corpuscles did not show any changes, compared with normal blood.

The material tested by us showed, however, a different reaction of the white blood corpuscles for all vaccinated and non-vaccinated groups. In particular during the second week of the disease there was a slow increase of the leukocytes to counts between 10,000 and 20,000. The largest figures for leukocytes were found during the 3rd to 5th day after the highest increase in temperature. (table 6). There occurred a shifting within the individual classes of the picture of the white blood corpuscles from neutrophils to stab cells which are usually greatly increased in the first week of the disease. According to Schilling (14), the normal blood picture contains 4 % stab cells. I observed up to 15 % at our typhus material. Tappert (15) and Mendowsky (16) in his extensive Russian material found still higher figures. We have not observed at Pichette's group the ^{atypical} as described by Locoffler and Moser for typhus exanthematicus through a murine murine strain.

No difference can be found in the blood picture of vaccinated and non-vaccinated patients.

Apart from the non-vaccinated control groups I and II, complications were only observed at the vaccine groups IC light and IC "strong" and IIP. 70 % of these were cases of bronchopneumonia, the other 30 % were cases of dysentery, urticaria and peritonitis.

Table 7.
Complications in % of the patients.

| | Vaccination groups. | | | | | | Control group (not vaccinated) | |
|---------------|---------------------|-----|---------|-----------|------|-----|-----------------------------------|----|
| | I A | I B | IC weak | IC strong | II A | IIP | I | II |
| | % | % | % | % | % | % | % | % |
| complications | 0 | 0 | 0.5 | 3 | 0 | 2.1 | 11 | 14 |

The average loss of weight in the individual groups, which were observed, did not differ greatly. (Table 8). It was an average of 7.4 gram. 8.1 kg at the non-vaccinated control groups, in the groups which had received protective vaccination between 5.2 and 6.4 kg. It probably depends on the intensity and the duration of the fever.

(page 13 of the original)

Table 8. Average loss of weight.

| Vaccination groups. | | | | | | Control groups (not vaccinated) | |
|---------------------|-------|---------|-----------|--------|--------|------------------------------------|-------|
| IA kg | IB kg | IC weak | IC strong | IIA kg | IIB kg | I kg | II kg |
| 5,9 | 5,2 | 6,3 | 6,4 | 5,6 | 6,3 | 7,4 | 8,1 |

The typhus cases in the experimental group reacted serologically in 84 % of the cases in accordance with the reaction as described by the textbooks, regarding the Prot. OX 19 agglutination. The failure of the experiments is contained in other reports (17). For external reasons the Prot. OX 19 agglutination could be methodically controlled - apart from the control groups I and II - only at the vaccination groups IIA and IIB, while blood tests were carried out with regard to the other groups merely to ascertain the diagnosis. At the vaccination group IIA the Prot. OX 19 agglutination remained negative or of subminimal stimulus ("unter-schwellig") 17 until the 10th day, that means it only reached a height of 1:100. In the following days there occurred a rise of the extent of the titre up to 1:1600, at the majority of the patients, which remained there until the end of the third week and then went down slowly during a large part of the convalescence.

The group which had been vaccinated with the protective vaccine IIB reacted in a similar manner. Three cases were observed in this connection which showed a "grumpy", sea-fleck-like flocculation of the sodium chloride content ("grumpy"), which could not be contained satisfactorily.

The convalescence of the typhus patients observed was distinctly shorter in all vaccination groups, compared with the not-vaccinated control groups. The circulation and the pulse went back to normal more speedily, the symptoms of the central nervous system disappeared completely already in the first two weeks.

The mortality of the non-vaccinated control group I amounted to appr. one third of the patients, of group II to one fifth. The most frequent reason was failure of the circulation.

There were no cases of death in the vaccination groups IIA, IB and IIB. 1 person died in each of the groups IC weak and IC strong. In view of these results of our typhus experiment it must be stated that a protective typhus vaccination represents a great protection against the fatal outcome of this disease. Even very diluted vaccines like IC weak and IC strong, which were made of combinations of murine and Pickett's brownish strains, produced a very good condition of immunity of the body.

(page 14 of the original)

S u m m a r y .

The competitiveness and the effect of various vaccines could be observed on two large groups of typhus patients; the vaccines were obtained from intestines of lice, cultures on the yolks of chicken eggs, livers of rabbits and dogs. The following facts were established:

I. The incubation period of typhus may be considerably shorter than assumed until now. The fever of patients suffering from typhus exanthematicus was reduced through the protective vaccination, the duration of the fever was reduced and the entire course of the disease was considerably attenuated, also as regards the central nervous system.

II. The vaccination protects from death in the large majority of the cases. It does not reduce the frequency of infection.

III. The newer vaccines from yolk bag cultures, rabbit and dog livers can be used in the case of typhus. According to our experiences they are as good as the vaccines obtained from intestines of lice, if obtained from pure Rickettsia prowazeki strains.

IV. Typhus vaccines obtained from combinations of the Rickettsia macedoni and prowazeki strains considerably reduce the course of the disease in the case of typhus.

V. In all groups the white blood corpuscle position has been carefully followed. There appears to be a strong increase of stab cells. No difference could be found in the blood aspect between inoculated and non-inoculated spotted fever patients.

CERTIFICATE OF TRANSLATION

We, JULIA KERR, ETO. NO. 20185, STANISLAW S. FELDMAN, ETO NO. 1043,
ERNST SCHLIFER, ETO. NO. 20165, HELENE LALLONNO, ADD B 398038, hereby
certify that we are duly appointed translators for the German and English
languages and that the above is a true and correct translation of excerpts
of document No. NL-15294.

JULIA KERR
Civ. No. ETO 20185.

STANISLAW S. FELDMAN
ETO No. 1043.

ERNST SCHLIFER
ETO. No. 20165.

HELENE LALLONNO
ADD B 398038.

sure to
rep. instructions
of

Ex 1 2259
TRANSLATION OF DOCUMENT NO. 71-13589
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

C O R R

Teletype of 30 January 1942

Berlin Beyer 25 30 Jan 1942 1145 Urgent

Director Dr. Demitz Marburg/Lahn (Addressee)

Dr. Krugowsky has received 50 cans concentrated typhus
vaccines for experiments. He requests that 50 doses of
this or of a new batch be sent directly to him for further
use very quickly if possible.

Message via Berlin-Beyer

CERTIFICATE OF TRANSLATION

I, DOROTHEA L. GALEWSKY, ETO #34279, hereby certify that I am thorough
conversant with the English and German languages; and that the above is
a true and correct translation of Document No. 71-13589.

DOROTHEA L. GALEWSKY,
ETO # 34279.

E N D

Case 6
up. Dist. 6

Ex. 2266

TRANSLATION OF DOCUMENT No. NI-9824
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

Professor Bieling

at present Berlin 15, 18 June 43
Kurfürstendamm 179

Herr
Dr. Weber
I.G. Farbenindustrie A.G.,

(Stamp):
Pharma-Sekretariate - 7
received: 21 June 1943
dealt with: O.W. - - -

HOCHST

Dear Dr. Weber:

Dr. Ding's statements referred to the fact that he had lately difficulties in continuing his experiments in the same way, as he did before. However they have been overcome and I saw the last results which were submitted. Judging by those results, no real distinctive differences have been evident either with 3582, or with lutenol. It is however remarkable that the patients can on the average bear the latter preparation much better. Also the patients who took this preparation during the incubation time already, could bear this drug much better, even later on, after the outbreak of the disease, which by the way occurred at the normal time. Besides it is evident that every medicine which puts some strain on the stomach, especially if it is taken together with food, will make the patient whose cerebrum is irritated, vomit, because the taking of food alone, also would cause this effect.

According to these results, it is understandable that the experiments were not continued in the same way as up to now. I am however under the impression that this entire matter is by no means brought to a close. Extraordinary conditions are prevailing here and I think that unturbed by these facts, one should continue and try to find out, what could be achieved under better circumstances.

Herr Dr. Ding will stay in Berlin between ^{the} Afternoon of the 21 June and the evening of the 25 June and if you yourself would like to look into these particulars once more, he gladly would be prepared to point out to you the particulars once again. According to what I have seen and what I also can describe to you, I do not think that this sacrifice of time would be worth while. At any case, I shall give you another ring from Larburg on 21 June.

In the meantime I remain with best regards

yours

(signature) Richard Bieling

I, J. Weimann, ETO No. 35270, hereby certify that I am a duly appointed translator for the German and English languages and that the above is a true and correct translation of the document No. NI-9824.

Nuernberg, 30 September 1947

J. WEIMANN
ETO No. 35270

Case 6
rep inhibition
of

Exh # 2261

TRANSMISSION OF SECRET NO. DL15256
OFFICE OF CHIEF OF COUNSEL FOR WAR
CRIMES

LURANIL-BAUGGESSELLSCHAFT
mit beschränkter Haftung
(Luranil Construction Corporation Ltd.)

Address of sender LURANIL-BAUGGESSELLSCHAFT m.b.H.
Ludwigschafen a. Rh. Friedr. Schmeiderstr. 36 Coblenz Telephone
Luranil 6496
Ludwigschafenthein
Luranil
Oberingenieur S a n t o Business Hours
8 - 17 hours
Saturday 8 - 13 hours
Ludwigschafen Rhein.

Your Reference Your letter of Our letter of Our reference
7/1c.

LUDWIGSCHAFFEN A.Rh. 25 January 1941.

Re: Plant Auschwitz.

Dear Herr S a n t o ,

Unfortunately I did not receive your letter of the 21st instant with its enclosures, nor your telegram about the competency of the Waterworks in office Kattowitz. Nevertheless, I believe I told you the most important things over the telephone today, and I will sum them up again as follows.

On Wednesday I had a conference with Dr. Greif of the Land Planning in Breslau. There I was able to see the ordinance survey maps in question and the enlarged ordinance survey maps. In December there was a big day excursion to the Auschwitz site apparently with the people concerned in the mineral oil production. They went by bus and Joachim's took part in the trip as well. Dr. Greif emphasized that naturally the mineral oil production would have priority if they requisitioned the site in question near Manowichs, but that the site was so big that we could also make our plans for it, too. A railroad connection could probably be made between Auschwitz and Dwory, for which the Polish railroads in this case would no doubt grant a special permit. On the other hand, however, they were also thinking of constructing a railroad which would circumvent the site and branch off south of Auschwitz on the line Dalsoditz - Auschwitz to follow along the south side of the plant-site and then come out again south of Manowichs onto the line Auschwitz - Brakau.

(page 2 of original)

Re: Plant Auschwitz.

Apart from this I only received information of a general nature from Dr. Greif, for example, that the whole area was very thickly colonized, that most villages had 2,000 and more inhabitants, that in Auschwitz, out of approximately 16,000 living there 70 per cent were Jews, that south of Auschwitz there was a concentration camp with 20,000 Jews etc.

(page 2 of original, cont'd.)

For my guidance on the spot itself I made myself another blue-print of the Auschwitz district which corresponded approximately to the section of the ordnance-survey map which you sent me.

On the same day I drove by car to Oppeln where I spent the night, and on the following day I went on via Gross-Stroditz, Priebitzsch, Glosnitz, Rybnik, Loslau and Freistadt to Teschen.

At the Waterways office in Teschen I was received by Eduard Broese who informed me that for reasons of competency he had passed on the whole affair to the Waterways office in Kattowitz which was under the charge of Provinzialbaumeister Weber.

I then went on through Skotschau, Schwarzwasser, Pless, Tichau and Sorau to Auschwitz. If ever you take this trip yourself I advise you to go from Skotschau to Auschwitz via Bielitz and Koty. You will have a chance then, if, from Koty, you go a little out of your way towards the south, to look at the Sola dam near Porabka, where the landscape is extremely beautiful, they say. (Built by the Poles).

The site for the plants East of Auschwitz on both sides of the Auschwitz-Monowice road seems to me to be extraordinarily favorable. It is completely flat and will hardly need any levelling at all. It lies approximately 245 meters above sea-level (weber Normal null), whilst the Weichsel is about 225 meters above sea-level, so that it is never in danger of floods. There should not be any difficulties with surface water either. In Dr. Greif's opinion roads can be built from Auschwitz to Dwory and Monowice. Apart from this, the population of the Auschwitz area, which is entirely Polish, will be moved out by 1 April 1942, as well as all the Jews. The possibilities as regards railroad connections I have already spoken about before. I will say more about water conditions further on.

(page 3 of original)

Auschwitz is a small county town (Kreisstaedtlein) something like Qlau or Woblaw, but makes an impression of unbelievable dirt, which is, of course accentuated by the masses of snow and the thaw. Like all other villages in this area the villages of Dwory and Monowice look as if time had stopped there for the past 200 years. They mostly have wooden huts with bucket-wells in front as they probably did under Peter the Great. The phenomenon which is typical for the Polish people strikes one again here, namely, the women seem to be the element which preserves the race, that is to say, the women are healthy and look fresh, at least when they are still young, whilst the men look unhealthy and consumptive, and very often have faces like real criminals.

I spent the night in Kattowitz (Hotel Monopol).

(page 3 of the original, cont'd)

There is no black-out in Kattowitz, so that in the evening I could look at the brightly lighted shop-windows - a peculiar pleasure!

On the 24th I went to the "Waterways office K., Godullastrasse 20, opposite the government (Tajewodschaff). It is a very interesting neighbourhood from the point of view of construction technique, most of the houses being built in the Dessau style which was how the Poles tried to prove the supremacy they claimed. Some of them are only half finished and show the typical "May" damage.

I was received there by Herr Weber whom I have mentioned above. He still remembered me from the days when he was a student in 1920 and earned his living, whilst studying with the Dywidag in Nuernberg. He himself is from Nuernberg. He gave me the following figures which he has already sent you and which I will repeat here to make things complete:

Sola: Area to be taken over 1392 sq. km.
(In handwriting) Volume of water to be let through dam:
2,5 cm/sec. at the lowest low-water-level . . . 1,8 l/sec/sq.km.
45 " " medium " " . . . 32 " "
1220 " " high water level . . . 880 "

Weichsel: Area to be taken over 1816 sq.km.
(In handwriting) Volume of water to be let through dam:
3,45 cm/sec. at the lowest low-water-level . . . 1,9 l/sec/sq.km.
73 " " medium " " . . . 40 " "
1710 " " high water level . . . 900 "

For the rest, Weber referred me to the "Waterways Office in Gliwits" as the final agency competent. The latter has its office in Gliwits, Menselstrasse with Eusebius Hilfer as director and

(page 4 of the original)

Dipl.Ing. Jambor in charge. The latter gave me the following particulars:

Volume of water to be let through dam:

little Weichsel: 2,3 cm/sec (probably even less)

Sola : 2,1 " (" " ")

Przemsza : 2,2 " up to 5,5 with water from pits.

(In handwriting):
on an average 7-8 cm, total 6,9 "

Besides this, the water from the pits in the coal area round Dombrowa is channelled into the Przemsza to the extent of 5 - 5,5 cm/sec. so that altogether one would have to reckon with a total volume of approximately 12 cm/sec. of water going through the dam. But as these particulars are not definite one is advised to reckon with a volume of 7,0 - 7,5 at the lowest water level, as this can be expected for certain. For the rest, all relevant statistics are supposed to have gone down on a boat in the Weichsel when the Poles fled.

In addition to this, the Sola has a barrage south of Porabka. The reservoir holds approximately 31 million cm, but this quantity is only to be found at high water. Normally 1,5 - 3 million cm approximately are to be found,

(page 4 of the original, cont'd)

and in certain circumstances, during periods when there is a great scarcity of water, this volume can be used in compensation.

Upon completion of the extensive tasks which have been planned by the Waterways administration for the control of the water-supply (amongst other things 14 barrages,) it will no longer be possible to talk about a shortage of water. The constructions planned are to be begun immediately after the end of the war and are to be finished within a space of ten years. Those industries which have an interest in them will share costs which are entailed to a proportionate extent. Here, in my opinion, in the snag as regards the tax decreed for the East:

What is given on the one hand is taken away again on the other! It begins with the waterways and goes on with other thoroughfares and constructions of public utility, for after all the money has to come from somewhere!

Waste water must be cooled off, as the upper reaches of the Michael are said to have a considerable abundance of fish.

The Michael up to the mouth of the Preussa and the Prussia itself are supposed to be navigable for flat boats up to 100 tons. Owing to the warm temperature of the waste water from the pits which flows into it, the Prussia does not freeze, nor does the Michael, probably, up to Monowich.

(page 5 of the original)

It is an interesting thing to see the plans for a navigable canal along the course of the Birwa which flows into the Oder near the locality Birwa some 10 kilometers south of Goebl. At Niebarowitz the canal crosses the Rybnik-Gladowitz road, goes north past Kieolai, crosses the Maschwitz-Jelowitz railroad at Sponowitz and the Michael somewhat south of Dwory, and finally flows into the Michael at Kruckau. A branch canal goes past Mochsejow where a harbor is to be built. The person in charge of the affair thinks that, if necessary, a place for reshipment could be set up in Dwory with some other means of transportation (ordinary gauge track, overhead tram).

As regards labor, he thinks that in spite of the imminent emigration, Poles and Jews will come into consideration.

The Waterways administration intends to open up stone quarries on the Prussia with quarrying and lifting installations in order to procure broken stones and other material. They say that there is sand available in the area.

I did not look at look at Standorte I and II as I did not know them. The other particulars you wished for, too, about the agencies competent for Reich railroads, Reich food supplies, electrical power supplies, the government and Landrat's office, I could not procure on account of the little time I had.

The above particulars should give you ample information in reply to the questions you put to the waterworks office in Tschon. The only things I have not sent you are the water-levels you asked for under 2).

With kind regards and

Hail Hitler
Yours,
(signature): Faust.

TRANSLATION OF DOCUMENT No. NI-15298
CONT'D -----

CERTIFICATE OF TRANSLATION

I, DOROTHY L. PLUMMER, USFET 482, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of document No. NI-15298.

DOROTHY L. PLUMMER
USFET 482.

-5-
END

 COPY OF DOCUMENT No. EL-15295
 OFFICE OF THE ATTORNEY GENERAL FOR WAR CRIMES

AFFIDAVIT

I, Herbert UNGER, Civilian, U.S. War Department, OOOVO, DSN 20164, after having been warned that I will be liable to punishment for making a false statement, declare before you under oath of my own free will and without coercion:

1. On the 30th day of April 1948 I received in Warsaw, Poland, original documents presently on file in the Document Control Branch, OOOVO, as EL-15295 and EL-14997 and certify that they contain the following statistics:

2. EL-15295 is a record kept by one or more inmates of L.G. Auschwitz and contains 1647 numbers and names of inmates who died at L.G. Auschwitz, i.e. at the L.G. Farben construction site, as well as L.G. Farben's so-called Camp IV, the Concentration Camp Monowitz. There is no indication in the document that the list contains all those who actually died at L.G. Auschwitz. However, with respect to those who are listed, detailed information is furnished. From 16 November 1943 to 2 January 1944, the entries show:

Date of Death
 Inmate number
 Block number (residence in Monowitz)
 Place of death

From 3 January 1944 until 16 January 1944 the following details are furnished:

Transport
 Inmate number
 Inmate's name
 Date and birth place
 Block number (residence in Monowitz)
 Date of death
 Place of death
 Cause of death

3. EL-14997 is a collection of 88 records hidden by concentration camp inmates. The records, which are partly written by hand and are partly typewritten, range from November 1943 to September 1944. Again, there is no indication as to their exhaustiveness. The records indicate that only such inmates as were

(Page 2 of original)

transferred from the hospital in Monowitz to Auschwitz or Ditzingen were listed. The statistics recorded include the following:

(Page 2 of original cont'd)

Place from which shipped (hospital ward, Buna);
Date of shipment;
Destination of inmate, i.e. Birkenau, Auschwitz;
Serial number of inmate and, in most cases, first
and last names of inmate.

Most of the records also show what is wrong with the inmate, i.e. disease or other disability. The disease or disability column shows the following breakdown:

| | | |
|--|------|----------|
| Collapse, weakness (Körpererschwäche) | 1818 | 37.10 % |
| Diarrhea, enteritis | 282 | 5.75 " |
| Injuries (fractures, shooting etc.) | 279 | 5.69 " |
| Oedema, Phlegmon | 902 | 18.43 " |
| Pneumonia and other respiratory diseases | 1037 | 20.96 " |
| EB | 199 | 4.06 " |
| Frost bite | 138 | 2.81 " |
| Typhus (including experiments) | 256 | 5.22 " |
| | 4901 | 100.00 % |
| Disease not specified | 2324 | |
| | 7225 | |

4. Among the shipments from L.G. Auschwitz to the Auschwitz main camp are three interesting groups of typhus patients:

- (1) Inmates with typhus or suspicion of typhus
(See reports of 25 and 26 Jan, 19 and 27 Feb 1943)
- (2) Typhus experimental series (See reports of 22, 23, 25, 26, and 27 Jan 1943).
- (3) On January 29, 1943 one report lists the shipment of 18 inmates with typhus, and two inmates who are "experimental" typhus cases.

I have carefully read each of the two pages of this affidavit and have signed them personally. I have made the necessary correction in my own handwriting and initialed them, and I declare under oath that I have given the pure truth to the best of my knowledge and conscience.

(signature:) Herbert Unger

Herbert UNGER

IMO 20164

(Page 2 of original)

Sworn to and signed before me this 10th day of May 1948 at the Palace
of Justice in Bern by Herbert UEGEL, known to me to be the person
making the above affidavit.

(signature) John J. Boll
John J. Boll
U.S. Civilian AGO A 44412
Office of Chief of Counsel
for War Crimes

CERTIFICATE

I, ALFRED H. ELBAU, AGO No. A-165513, hereby certify that the above is
a true and correct copy of document no. NI-15299, the original of which
is in the English language.

ALFRED H. ELBAU
U.S. Civilian
AGO A-165513

Case 6
sep. 1940

E-4, 2263

COPY OF DOCUMENT NO. 11-15264
OFFICE OF CHIEF OF COUNSEL
FOR WAR CRIMES

STATEMENT UNDER OATH

I, EUGENE A. HANFMAN, research analyst, Office Chief of Counsel for War Crimes, Nuremberg, Germany, after having first been warned that I will be liable for punishment for making a false statement, state herewith under oath of my own free will the following:

In the course of my official duties as a research analyst for the Office of Chief of Counsel for War Crimes, I have analyzed the following documents and am giving herewith a brief description of each. A photostatic copy of each of the documents herein described is available to defense counsel for their study. The originals of the books mentioned in Para. 6 are available for inspection of defense counsel.

1. Leitz Folder No. 11-6(1). Minutes of I.G. Wolfen (Film) management meeting No. 366, 6 April 1940. It is stated in para. 9:

"As a matter of policy it is decided to employ Poles in Wolfen as well as Landsberg. Requests corresponding to this matter are to be made immediately. Problems of housing will be cleared by Riess and Schulze."

Defendant Gajewski was absent from meeting, but minutes are initialed by him.

2. Leitz Folder No. 11-6(1). Minutes of I.G. Wolfen (Film) management meeting No. 377, 10 June 1940. Paragraph 13 states:

"During the following week Wolfen will send for the second transport of Polish workers consisting of 55 females."

Defendant Gajewski was present at this meeting.

3. Leitz Folder No. 11-6(1). Minutes of I.G. Wolfen (Film) management meeting No. 386, 19 August 1940. Paragraph 18 states:

"The last transport of Poles has arrived in the meantime . . . The camp for female Poles shall be enlarged by one barrack and a request for a further allotment of 100 female Poles shall be made."

Defendant Gajewski was present at this meeting.

4. Leitn Folder No. 11-6(1). Minutes of I.G. Wolfen (Film)

Management meeting No. 392, 30 September 1940. Paragraph 7 states:

"Our request for the allotment of 100 female Poles has, for the time being, been denied. A new request will be sent by Jochen to the Ministry of Labor for an allotment of 150 female Poles. Later on 100 additional Poles will be procured . . . In the last half of October the bringing back of those workers who did not return from leave will start."

Defendant Gajewski was not present, but the minutes are initialed by him.

5. Leitn Folder No. 11-6(1). Minutes of I.G. Wolfen (Film)

Management meeting No. 425, 16 June 1941. Paragraph 15 states:

"The experience with the Czechs coming from the Protectorate (Bohemia-Moravia) is bad. It was necessary to inform the Gestapo concerning several incidents regarding forbidden political propaganda. Besides some of the Czechs leave their working place . . . These cases shall be reported to the Gestapo."

Defendant Gajewski was present at this meeting.

6. Leitn Folder No. 11-6(1). Minutes of I.G. Wolfen (Film)

Management meeting No. 426, 24 June 1941. Paragraph 13 states in the last sentence:

"Female Poles who have been sentenced to a prison term will, upon its completion, be sent back to their place of work."

The first sentence in paragraph 14 states:

"Czech workers who leave their place of work are to be reported immediately to the labor trustee and the labor office by giving their home address for purposes of bringing them back."

Defendant Gajewski was present at this meeting.

7. Letts Folder No. 127--3(1). Carbon copy of letter, 30 April 1942, from Wolfen Film, signed Kleine, addressed to Counter Intelligence Officer 1st Lt. Kleber. Letter is initialed by defendant Gajewski. Regards allocation of workers from the newly occupied Eastern territories. It states in the first paragraph:

"... because of unavailability of P.W.'s we had to alter the request for civilian workers by asking for workers from the newly occupied Eastern territories . . ."

8. Letts Folder No. 51--1(2 to 3). Letter of transmittal from I.G. Farben Berlin-Lichtenberg to Dr. Gajewski, 28 May 1942, with attached file note dated 21 May 1942. The letter states that the attached file note contains interesting material concerning the employment of Russians. Among other things the file note states (in paragraph 4, last sentence):

"In employment it is not necessary to make any distinction between male and female Russian workers. There is no need to make any distinction between male and female concerning work. Russian females may be put on men's work, and there is no need to observe any protective regulations concerning working hours or the code of regulations governing trade and industry."

The letter of transmittal is initialed by defendant Gajewski.

9. Three workman's personnel cards for three children, issued by I.G. Farben Wolfen Film Fabrik which came under defendant Gajewski. These cards show the following:

"GAMBILEND, Anatol
Born: 16/3/1929
Date of Employment: 26/5/42
Employment: Laboratory Helper

"DIDERMED, Nina
Born: 9/7/1927
Date of Employment: 11/12/42
Employment: Helper

"BENDIKHOV, Vladimir
Born: 3/1/1930
Date of Employment: 19/5/44
Employment: Factory Helper"

10. Six employment sheets for industrial workers of I.G. Farben Wolfen which came under the defendant Burgha. The sheets bear the following notations:

*BARSKO, Jarina

Born: 1937
Date of Employment: 17/7/43
Employment: Worker
Section: Dye Shop
Tariff Class: 24 pfennig

*JARMENKO, Wladymyr

Born: 7/8/30
Date of Employment: 1/7/44
Employment: Helper
Section: Yard gang
Tariff Class: 25 pfennig

*BOBROWSKAJA, Helena

Born: 1934
Date of Employment: 10/7/44
Employment: Worker
Section: Sport and Play Department
Tariff Class: 23 pfennig

*BOBROWSKI, Wojtek

Born: 1933
Date of Employment: 10/7/44
Employment: Worker
Section: Sport and Play Department
Tariff Class: 25 pfennig

*ANISCHENWITSCH, Ana

Born: 26/4/32
Date of Employment: 1/7/44
Employment: Worker
Section: Sport and Play Department
Tariff Class: 23 pfennig
Members of the family employed in the plant: Father and Mother

*ASARLANSKI, Iwan

Born: 13/5/32
Date of Employment: 1/7/44
Employment: Helper
Section: Sport and Play Department
Tariff Class: 25 pfennig

11. Letter from Pohl to Prof. Dr. Brandt, 23 June 1944. In the second paragraph the letter states:

"The accommodation of inmates is the exclusive concern of the entrepreneurs to whom they are allocated by us. For this certain duties are imposed upon the entrepreneurs, the fulfillment of which is unconditionally necessary because of security reasons."

12. I.G. Farben Gersthofen was in the Main Valley Combine under the defendant Lentenschlaeger. Thirteen carbon copies of letters sent from I.G. Farben Gersthofen to Gestapo, Munich, branch office, Augsburg, concerning fugitive French civilian workers. Twelve are dated 15 January 1944. These twelve are made on second sheets and consist of the data filled in to complete the original forms which were sent to the Gestapo. The remaining form dated 31 May 1944 is a carbon copy of the complete original form including the filled-in data. It reads as follows:

"Fugitive French Civilian Worker"
 The French Civilian Worker Denise Rougemont
 born 9 July 1923 in Willy (Seine et Oise)
 since 15 August 1943 employed by I.G. Farbenindustrie A.G.
 in Gersthofen as female helper

has broken her contract and fled

did not return from her permitted home leave which was granted from 15 March 1944 until 15 May 1944 to Paris, 17 Avenue des St. Louis 10 d Passage Oberon

...

We ask for search and apprehension.

Heil Hitler

I.G. FARBENINDUSTRIE'S ARTIGERBILDSCHAFT
 (over signature)

13. Photostatic copy of two police assignments (21 July 1944 and 12 August 1944) obtained from the Office of General Directorate for Special Administration of Justice, The Hague, Holland. These assignments were issued by the German Labor Office in Amsterdam and contain personnel information concerning the worker, and read as follows:

"Police Assignment No.

The Netherlands National A. Brouwer born 13.7.17

Address: Amsterdam Street: Leibnizdijk 89/III

is to be apprehended immediately for breach of contract.

Last place of Employment: I.G. Farbenindustrie A.G.
in Duerwitz/Vestheyelland.

Broke his contract a considerable time ago.

Location unknown.

I ask for search and return transport into the Reich."

The second police assignment reads as follows:

*Police Assignment No. 00429

The Netherlands National H. Koning born: 28.8.16

Address: Kathrusstraat 147, Street: Amsterdam

Is to be apprehended immediately for breach of contract.

Last place of Employment: I.G. Farbenfabrik Wolfen Bitterfeld
Broke his contract 23.11.43

Location unknown.

I ask for search and return transport into the Reich.*

14. Police assignment (21 July 1944) obtained from the
Office of General Directorate for the Administration of Justice,
Amersfoort, Holland. This assignment was issued by the Labor Office
in Amsterdam. It reads as follows:

*Police Assignment No. 00668

The Netherlands National A.v.d. Schuur born: 30.9.22

Address: Amsterdam Street: Oudekerkerdyk 301

Is to be apprehended immediately for breach of contract.

Last place of Employment: I.G. Farbenindustrie A.G. in Bitterfeld,
Broke his contract a considerable time ago.

Location unknown.

I ask for search and return transport into the Reich.*

15. Thirteen labor books from the Labor Office at Opladen
for foreign workers employed at I.G. Farben Leverkusen. They are
as follows:

| Name | Book No. | Birth Date | Date of Employment | Position | Age when Hired |
|-----------------------|-----------|--|--------------------|-------------------|----------------|
| SALIMANTSCHUK, Fedora | A191/1027 | 1 Mar 1931 | 26 Mar 1944 | Worker | 13 yrs. |
| SALIMANTSCHUK, Fedor | A191/1686 | 30 Sep 1930 | 26 Mar 1944 | " | 14 " |
| LIPINSKA, Ljuba | A191/1160 | 1931 | 29 Mar 1944 | " | 13 " |
| SENEK, Peter | A191/1599 | 31 Dec 1930 | 29 Mar 1944 | " | 14 " |
| PASTUCHOW, Vera | A191/1351 | 5 Sep 1931 | 26 Mar 1944 | " | 13 " |
| WASILEWA, Nadzashko | A191/1496 | 30 Dec 1931 | 26 Apr 1944 | Laboratory Worker | |
| SABRINETSCHKA, Maria | A191/1026 | 31 Dec 1930 | 29 Mar 1944 | Juvenile Worker | 14 " |
| LIGOSKINA, Vera | A191/5230 | 15 Sep 1930 | 1 Sep 1944 | Worker | 14 " |
| SPIRIDONOWA, Anna | A191/1086 | 30 Jul 1930 | 14 Dec 1943 | Chemical Worker | 13 " |
| SEJEN, Alexander | A191/1595 | 1930 | 4 Nov 1943 | Worker | 13 " |
| BRATSKIK, Edja | A191/0856 | Photo shows: 5 Jul 1931 Workbook: 31 Dec 1930 | 29 Mar 1944 | Juvenile Worker | 14 " |

| Name | Book No. | Birth Date | Date of Employment | Position | Age when Hired |
|------------------|-----------|-------------------|--------------------|----------|----------------|
| HEINRICH, Stefan | 4191/3743 | Photo shows: 1933 | 28 Mar 1944 | Worker | 12 yrs. |
| | | Workbooks: 1933 | | | |
| HEINRICH, Martin | 4191/3743 | Photo shows: 1933 | 28 Mar 1944 | Worker | 12 " |
| | | Workbooks: 1933 | | | |

I have carefully read each of the seven (7) pages of this declaration and have signed them personally. I have made the necessary corrections in my own handwriting and initialed them; and I declare herewith under oath that I have given the pure truth to the best of my knowledge and conscience.

(s) Kurt A. Hauptmann
(t) KURT A. HAUPTMANN
Department of Army Civilian Employee
AGO D-246335

Signed to and signed before me this 4th day of May 1944 at
F. Place of Justice, Buraberg, Germany, by Mr. Kurt A. Hauptmann

known to me to be the person making the above affidavit.

(s) Victor Van Street
(t) VICTOR VAN STREET
Attorney, Department of Army
AGO D-428500

EXHIBIT - 1

I, THOMAS A. SCARLETT, TPO No. 20100, hereby certify that the above is a true and correct copy of document SC. VI-15204, the original of which is in the Berlin Laboratory.

THOMAS A. SCARLETT
Civilian
TPO No. 20100

Case 6
rep. 2264
26

Exh. 2264

COPY OF DOCUMENT NO. NI-15298
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

AFFIDAVIT

I, Otto Verber, AGO No. A-444385, Interrogator for the Evidence Division, Office Chief of Counsel for War Crimes, after having been warned of the penalties for making a false statement hereby declare the following of my own free will and volition:

1. The defendant GATTINEAU has given an affidavit on the 8th of May 1948, which he makes in response to my affidavit of 3 May 1948, Prosecution Exhibit 2237, NI-15263. In this new affidavit, the defendant GATTINEAU states that he did not charge me personally with having made the statement that he should think of his family in connection with an interrogation. He does, however, make it plain that I was present at this interrogation.

2. At no time in my presence, either during an interrogation of the defendant GATTINEAU or any other interrogatee, has any interrogator or any other representative of the Office of Chief of Counsel for War Crimes stated directly or indirectly that the person being interrogated should think of his family in connection with statements he made in interrogations. Any such statement would be directly contrary to the instructions of Mr. Walter A. Rapp, Director of the Evidence Division. This is the first time that I have even heard of anyone claiming that such a statement was made by any interrogator.

I have carefully read this declaration. I have made the necessary corrections in my own handwriting and initialed each correction in the margin of the page. I declare herewith under oath that I have stated the full truth to the best of my knowledge and belief.

/s/ OTTO VERBER
OTTO VERBER, AGO A-444385

Sworn to and signed before me this 10th day of May 1948, at the Palace of Justice in Nurnberg, Germany, by Otto Verber, known to me to be the person making the above affidavit.

/s/ JOHN J. BOLL
JOHN J. BOLL
U.S. Civilian,
AGO No. A-444412,
Office Chief of Counsel
for War Crimes.

E 4, 2265

COPY OF DOCUMENT NO. HI-15300
OFFICE OF CHIEF OF COUNCIL FOR
THE CHIEFS

INTERROGATION OF DR. GEORG VON SCHNITZLER
By Mr. BENJAMIN L. SPENCER, 18 February, 1947,
15, 17, 18, Room 166, Palace of Justice, Nuremberg, Germany
Also present: Mr. ALBERT G.D. LEVY, Mr. JULIUS RUDOLPH,
Mr. ZENON DE CHATELAIN; Miss RITA M. GAYLORD, Court Reporter.

(Typist's note: Pages 1 thru 5 of the interrogation and the first half of page 6 (thru the second answer) have been reproduced in Document Book II for Dr. Georg von Schnitzler, at pages 13 thru 19, Schnitzler exhibit 28, Schnitzler document number 26. The balance of this interrogation is reproduced below.)

(Page 6 of the original, cont'd)

Q I only wish that I know German as well as you in many years have displayed that you know English.

A I learned it too late, sir. I only started to learn English when I was 23 years old, and you can never learn a language in later years.

Q Now you referred to certain investigators of the American Government who talked to you; among others, Mr. Weisbrodt and Mr. Devine. You mentioned a third - -

A Then I mentioned Mr. Ritchie who was in charge of the so-called I.G. investigation.

Q Principally, it was Mr. Weisbrodt and Mr. Devine.

A The interrogated not Yes.

Q Now at the time that the gentlemen you have just referred to

(page 7 of the original)

interrogated you, it is of course natural that they had considerably less documentary material than we have now accumulated during the more than a years that has since past, the investigations developed in a very short time.

A The gentlemen were in a great hurry. I think they started in about the 15th of July and in the main ended about the 15th of October, and during that short period, hundreds of different questions were discussed. And Mr. Weisbrodt, a man of extreme intelligence, said, "I have always to pull it out from you," because my memory was not sufficient to get that all. So he helped me all the time to my memory, and I think that in helping my memory I was at times erroneous but always so to the detriment of myself and my company; not that I have hidden anything but I think I have combined things. I have combined possible things which were mostly connected with the technical field; for instance, I have made combinations which didn't prove correct afterwards. I always told Mr. Weisbrodt, "I am no technician and my knowledge is very restricted". And by combining I think I said much too much in regard to relations with the I.G. and the German Government.

Q Well, Mr. von Schnitzler, you will have a full opportunity with me and the other gentlemen present on occasions during the next few days to clarify each and every matter which occurs to you as having been whatsoever misleading.

A Whatever has been misleading, yes, I am very grateful because I have the possibility because on my conscience, is only pending that I could have said things which in reality are not as detrimental as I made them by combining; in that way, that I said too much. Under this terrible depression—for instance, one thing I can tell you at once when you come to that question of what I told about Muller-Gunradi—that question you see—

Q Continue. You were speaking of Muller-Gunradi.

(page 8 of the original)

A Yes, you know that case probably. Mr. Weisbrodt asked me very often what I know about the gases. Now, this is so, I didn't know anything of the gases at all which I.G. fabricated up to January '45. Then for the first time, to January '45, then for the first time, Dr. Ambrose—and then only in connection with the putting on his disposal of one of my men, Dr. Kramer—I put him at his disposal in the winter of '44, '45, and for quite a definite purpose; that is, to study commercially the relations which we had with the Reich about those factories which belonged to the Reich but which were operated by I.G. And in connection with these questions, Mr. Ambrose—and I remember quite well that it was in January '45—told me for the first time about that gas they made in Dyhernfurth. I am really shocked by your first words you said to me. After all the investigation and after all these men have told to me that they were entirely satisfied with all I had said to them and delivered to them, and I was so full of my good conscience that never the thought came even to me that I could have hid even anything.

Q Just a point now. We have been advised that at least recently you have indicated that you are strictly a God-fearing man.

A I don't understand.

Q That you believe in God.

A Yes, I am a very, very convinced Christian.

Q And when you say that you have thought over these things that you disclosed to the investigators, which is Weisbrodt and Divine or others, you can state freely that on your conscience before God you have no feelings that you made any intentional falsifications?

A No intentional falsifications; not the least, not the least; but on the contrary. And I am very grateful that we can clear that up, and

(page 9 of the original)

that is not my fault and neither Mr. Weisbrodt's fault, who is a very, very highly intelligent man, but in his desire to disclose quickly this enormous field of action, he tried to bring my memory back and he said partly—he said jokingly—he said, "You see, in talking with you I have first to have a good luncheon and then I have to pull it out from you in order to get in all the information." And if only Mr. Weisbrodt would come over, I think he would be the first man who would testify for me. I can show you tomorrow, I still have that little sheet in my pocket, when he left he said, "I will give you my brother's address." He was with the Finance Department in Frankfurt; "And if ever you need a help or a counsel, address yourself to my brother." I can show you tomorrow. It's in my portfolio—by Mr. Weisbrodt's handwriting, his brother's address which I have still upon me. He said to me, "You can only give that to my brother; he knows."

Q I understand then that as you understand it, the relations between you and those principal investigators for the American Government were very free and open?

A Were very free and open. And then one more thought, perhaps important: Mr. Ritchin, the head, before leaving, took me personally over to Mr. Edelman—Lieutenant Edelman—he was with the so-called Coast Guard, and Lieutenant Edelman was CIO chief for finance, and then he was in the next building and Ritchin took me over to Edelman to arrange my release. And then they both released me, the 15th of October '45, and when we got back—it was the last day Mr. Ritchin was in Frankfurt—the next day he left for Washington. Mr. Ritchin said to me, "I want to have that arranged personally for you before leaving." And then he left, and I was for a week on so-called "house arrest" with my wife.

(page 10 of the original)

Then Mr. Edelman let me come again and said, "I have bad news for you. I have to rearrest you." And Mr. Divine used the words, when I got to see him, "I was simply shocked by the fact that you have been rearrested." Then both gentlemen said to me, as is written, I give you the paper of Mr. Divine tomorrow too: It is not on my past failure but on the simple fact that the high position I had in I.G.—they had to report about that, I think to Berlin at the time, and from there the General Place, the Headquarters, or whatever it is—

there was decided that I and two other men — they were rearrested too, they were Mr. Haefliger and Mr. Dencker, they were rearrested too — and on this general decree that company officials of my high rank couldn't be free. You understand me what I mean?

Q It's quite clear.

A Then can I continue? Then I was rearrested for six other weeks and then I was transferred to Krensberg to that other place, and the gentlemen in Frankfurt arranged for me — it was a great favor that they did me — that I was released the 15th or 16th of December.

Q 1945?

A 1945; and was allowed to spend Christmas with my wife. And that was the Provost Officer at the time, it was Lt. Filonov in Frankfurt. Then Filonov told me, for the first time, I should go to Krensberg. That was the 15th or 16th of December at Prangosheim at house arrest to spend some days with my wife, and Lt. Filonov arranged by telephone with Krensberg that I could stay till the 26th, that means after Christmas instead of the 22nd.

Q Yes, now you mentioned to begin with, that you were detained in Prangosheim.

(page 11 of the original)

A Prangosheim, that is the Frankfurt prison which was taken as an American soldiers' prison. It was something of a peculiar situation. We were a small lot of German people together with about 100 to 150 American soldier prisoners.

Q Now, Mr. von Schnitzler, some of these things really don't concern us; for example, this last statement, I understand that. When were you in Prangosheim?

A In 1945.

Q What month?

A I was arrested the 7th of May by Mr. Nixon.

Q Yes?

A And then I was put to the Kaserne, as we say in German.

Q To the barracks?

A Yes. There we were taken for about three weeks and then transferred to Preungesheim about the first of June.

Q 1945?

A Yes, and with two short interruptions. This I forgot to say: that I have got another permission: my old mother was very ill in Godesberg and the gentleman gave me the permission to visit her and at a motor car at my disposition. But unfortunately, the British or the French—I can't tell you—but some of them refused the transfer, and so that didn't materialize, but I had another four days with my wife; so the journey to Godesberg which was allowed to me by the interrogators and by Mr. Edelman didn't materialize, but not for an American reason—for a French or British reason. I can't tell you which.

Q And instead you spent this time with your wife?

A Yes, and instead I spent the time with my wife.

Q Now, you made some references which rather concerned me as to

(page 12 of the original)

the conditions you suffered in Preungesheim. Would you develop that more?

A Yes, I will develop that more. I must say a remark, as I have understood it, which has very shocked me hardly. I don't know whether you know Mr. Dixon. He was one of the first men there in Frankfurt. He arrested me and he questioned me only once, and as I understood him—perhaps he might not corroborate it—as I understood him, he said, "You will be exposed to every kind of third degree except physical torture." That is as I have it in my memory.

Q Yes. Now was it directly following that that you went to Preungesheim?

A That was directly. If it was still when I was in the barracks or if it was the first day—or rather the last day of the barracks or the first days at Preungesheim, I couldn't tell you.

Q That is as to when Mr. Dixon told you this?

A When Mr. Dixon told me this and about this third degree. You understand, we were very harshly treated. We were taken off

regular food sometimes for a day or two, for reasons of no importance whatever. And only later -- then of course I told you about my open knees with the bloody holes. They made me empty one morning 70 dirty pots, you know. That was an old prison where there was no water closets, so the dirty stuff from the prisoners, which were put there at night for so-called curfew sinners -- I was ordered to empty 70 of those pots.

Q Just a second now. Was it also true that other prisoners on occasion participated in this work detail of emptying these pots?

A In one, Dr. Krueger, participated.

Q Another Farben official?

A Yes, he was here a certain time ago. But all my colleagues, that means the juniors: colleagues who were with me, have seen with their

(page 13 of original)

proper eyes how I was treated. Now by interference of Mr. Ritchin, later on it became better because I complained about it two or three times with Mr. Ritchin—about the treatment I had to endure.

Q Yes. How long did this treatment continue, as you have alleged, in Prungheshain?

A The bad treatment?

Q Yes.

A That continued about—it was in the months of July, and then the interrogators intervening in my favor brought certain betterment. But it remained bad till the end of September. And there was particularly one Corporal or Sergeant who disliked me. I don't know for what reason, and I even don't know his name, who treated me so harshly. And when I once had to do the floor on my bare knees, an American prisoner to me said, "Don't think that all Americans are like that."

Q Referring to this American Sergeant or guard?

A No, he said it only to me.

Q Yes, but he was alluding or referring to—

A Alluding to or referring to that sergeant or that corporal. And the Americans, the GI prisoners, many of them all the time showed me their sympathy in giving me candy or a piece of chocolate or a piece of bread or something. So it was "une chose commune"—excuse me, you speak French, if I can mix up a word of French it makes it easier for me.

Q A known matter, a matter of general knowledge.

A But, sir, that remark of Mr. Nixon—I said perhaps he might not corroborate it, but it is so that I have understood him.

Q Now you mentioned having bloody knees. Will you describe how you got your bloody knees?

A Yes, I got them because I had to rub the floors for punishment and kneeling—I was only allowed to do it so. I can show you how I had to do it.

(Witness demonstrates)

And then all along the corridor of the prison.

Q Is it fair if I describe the way you have indicated that activity of yours in Prungheshain by saying that you indicated to us here on the floor of this room that you were obliged to scrub floors and you had to

(Page 14 of original cont'd)

kneel down, and as you cleaned the part of the floor, you had to advance on your knees.

A On my knees, yes.

Q And in that manner, your knees became bloody.

A Yes, and I showed my knees to Mr. Weisbrodt. He has seen them, or it may just as well have been Mr. Ritchie or Mr. Glaser.

Q What did he say?

A He didn't say anything, but then he intervened and it didn't happen again.

Q Had it happened more than once before this time?

A Yes, I have scrubbed at least three times, if my memory is right.

Q And for how long did each of these scrubbing last?

A Oh, sometimes very long. The whole "Gang"—the whole corridor—
at once in scrubbing—there were other people too scrubbing something.
I broke down. I was 60 years old, and that is not a job for a 60 year
old man. Sir, I only tell you that not to make complaints or to ask
you for investigations but to show you in what mental state I have been
in that summer.

Q Now what else besides the scrubbing of the floors and the
emptying of these pots did you do that you considered improper treatment?

A Another improper thing: the bathroom had to be readjusted and

(page 15 of original)

there were the old hanging plasters from the ceilings. They were to be
pulled down with sticks and then it all fell on your head.

MR. LEVY: May I interrupt? The ceiling was peeling off and it had
to be knocked down with sticks.

Q Is that correct? The plaster—

A Yes, the plaster had to be scrubbed away in order to get a new
painting and then with a stick I had to do that and that fell always on
my head. And then they took pails of hot water and threw it over the
walls and then they intentionally threw it over me.

Q They intentionally threw the water so it fell on you?

(Page 15 of original cont'd)

A Yes, the hot water over me.

Q Now just a second. How hot was this water?

A The water was not so hot that it could burn me, but I was wet all over, you see.

Q Yes. That is a third incident. What were some of the other incidents?

A Another incident: there was a man we would call it here in German "Kapo." That means it was a disqualified sergeant of the American Army for something. He was a disqualified sergeant, but he was a prisoner himself and he was by that corporal specially attached to supervise my working on the floors and in the bathroom and in the rooms where the cleaning was done. And he also had a stick in his hand. He didn't actually beat me, but he seemed to beat me all the time. The man was the worst man who was in the prison at all because there were so many very nice prisoners, and I have made very many acquaintances of decent prisoners later on when the time became easier—men who for fraternization or something else had been arrested. And we have been sitting together in the

(Page 16 of original)

library so in the months of from 15th October to 15th December—in Preungesheim it was entirely changed. We sat in the library with these American prisoners and we could talk to them and there was nothing to complain any more.

Q That began when?

A About the 15th of October, since about October 15th the treatment in Preungesheim was without any reproach.

Q Did you notice that similar incidents as those which you have described occurred to other prisoners in Preungesheim?

A To nobody in such a way as to me, but one of the prisoners who was not in favor with the corporal and that other stuff, that was Dr. Kruger. I think he was or he might be released in the meantime. He was there still when we left the 15th of January here.

Q He was treated as badly as you?

A No, not as badly as me, not by far as badly as me, and I don't know why. Probably it was because it was always those rumors running by about L. G. and me being the highest of those men in prison in Preungesheim, the so-called public opinion was aroused.

(Page 16 of original cont'd)

Q You seen among some of these sergeants or corporals?

A Yes, among some of these sergeants or corporals.

Q When you did complain about these matters to the interrogators, did you notice an improvement?

A Yes, Mr. Ritchin intervened and Mr. Ritchin was always very a loyal gentleman; but that was very interesting. He had nothing to say in the prison. The question must have been of competence. It was very interesting. Once Mr. Ritchin followed us because he wanted to have some document from us and he was not allowed to enter the prison. So you see that is just the case. So I tell you only that as an incident

(Page 17 of original)

that I think of, and with the food it was the same thing. For days we didn't get practically no hot food or very little food, and then Mr. Ritchin intervened and it then became better for a day or so, but I always had that impression that the endeavor of Mr. Ritchin and Mr. Weisbrodt didn't go very far.

Q That is to say that your impression that the prison officials and the persons in charge of the prison had a considerable independence?

A Yes.

Q I am concerned about why you raised this point concerning this mal-treatment with me. Has there been any mal-treatment since that time?

A No, later on, not, nowhere.

Q Nowhere. It's rather unusual for us to hear about things like that. Now, did you discuss this mal-treatment with the interrogators fully, so that you fully apprised them of the condition, and thereafter you noticed—

A Yes.

Q And thereafter you noticed that there was some improvement?

A Some improvement, yes.

Q This period of your Freungesheim ran from about May or June?

A From first of June to the 15th of December, twice interrupted by the two short releases; the first one in September to see my mother which could not materialize, and the second one which was the release arranged by Mr. Ritchin but which was again transformed into rearrest,

(Page 17 of original cont'd)

I think by General Clay personally.

Q You were taken to Preungesheim very shortly after the Americans invaded the Frankfurt area?

A Yes. I was arrested the 7th of May.

(page 18 of original)

Q But I say that is very soon after the occupying forces came into the Frankfurt area?

A The American forces entered just in Easter.

Q In late April?

A No, in late March. Easter was early that year. Because my house was bombed out in Frankfurt, I stayed out in Oberursel near Frankfurt, but I came in nearly every day, and I came in by bicycle which was a very long distance. You see, the electric car didn't function.

Q And where did you come to during this period?

A I did go to my I.G. building as long as I could and then General Eisenhower took it over, and later on in another building which was in the town of Frankfurt. So I was at work as far as one could work till the moment of my arrest, and Mr. Nixon arrested me in that building where the I.G. officials came together the 7th of May.

Q Do you associate this alleged mistreatment to the early occupational phase; that is to say, the soldiers had just come in and were just setting up prisons and were therefore engaged in the process of a new job; detaining German civilians and other German prisoners, or do you feel from the way you were treated that this policy was directed towards you personally?

A I think so, sir. I think it was the direct result of that from my standpoint, infamous propaganda which came over the radio concerning my person.

Q Concerning your person?

A Yes.

Q That is to say, you think that some of these persons whom

(page 19 of original)

you have mentioned--some of these soldiers, the corporal and the sergeant who were very grave task masters for you-- had heard something concerning your connections with I.G. Farben?

A Or possibly of just I.G. Farben and not of me personally.

Q And therefore it's your impression that some of these people felt that you were a very big German character?

A A big German big-wig and a man to be badly treated, a man being a criminal.

Q Now, would you say that the treatment of you improved considerably as the summer went along?

A Yes, it improved considerably.

Q Now, you came there in June. By July, you were being interrogated quite frequently--by the middle of July, I would say, you were being interrogated quite frequently?

A Yes, for two months regularly.

Q Yes, particularly in July and August and the early part of September?

A Yes, that is it.

Q Was your treatment severe during that period also?

A Yes, it was still very severe.

Q Was there any more such incidents as bloody knoes?

A Yes, the bloody knoes were during that time of the investigation so I couldn't have shown them to Weisbrodt if I wouldn't have had them.

Q And the emptying of the buckets, I presume that continued?

A Yes, it was during the same time.

Q That continued throughout the period?

A That continued over the same period.

(page 20 of original)

- Q All the prisoners were given some type of work to do?
- A Yes; sometimes yes, sometimes not; but I was always the worst treated.
- Q You were always given the most work and some of the work involved mistreatment?
- A Yes.
- Q But you were never beaten?
- A I was never beaten, no. I was menaced, but not beaten.
- Q On how many occasions would you say that you were denied food in connection with some alleged punishment?
- A Some infraction of whatever it was?
- Q Of the rules.
- A Yes, of the so-called rules. I would say about eight to ten times during the two months.
- Q During June and July?
- A June was not so bad. It started in July. It was July until the first half of September -- I would say eight to ten times. You see, all that was so very difficult to understand for me. Of course, we didn't realize the first months how terrible everything has been, and having myself had so very many friends in America, I couldn't imagine such things could have been.
- Q Well, you of yourself said that you connect this up to certain exercises, certain misbehaviors on the part of some individual soldiers, is that right?
- A Yes, that is some individual soldiers explained their sympathy for me.
- Q Their antipathy?
- A Sympathy and antipathy; lots of the soldiers expressed their

(page 21 of original)

sympathy.

- Q Now I propose to show you a number of documents. I will show you photostatic copies since we want to retain originals for the time being. And I will ask you to look these documents

over in order to refresh your recollection concerning the document. We will first identify these documents for the record and later I will ask you some more specific questions concerning them. To begin with, after we have identified these documents in each case, we will be certain we have a clear identification.

- A I can only say that I am very grateful to you that you will do that with me and for me, because it gives me an opportunity to put it now in all quite and far from all that summer, and having had also in the meantime the knowledge by my technical colleagues after my opinion-- I have at the time said things which were exaggerated.
- Q That is to say when you speak of your technical colleagues you refer to a number of the other officials of I.G. Farben who have been detained with you?
- A Yes, so that later on one would talk--at the time, you see, we were entirely restricted and we had no possibility to talk to anybody so that you were without files and without contacts. You see, it was only based on your own memory.
- Q Now since this time, we have also, that is to say from the Government point of view, been able to acquire a great many more things; so I think you will appreciate from time to time that we are a bit more able to discern.
- A To discern what we have really done.
- Q And also may I say what reasonably a man could be expected to remember or not to remember.

(page 22 of original)

- A Yes.
- Q Later on we will come to some of this new documentation and some of the documentation which may have been shown to you before in connection with some of the interrogations. I remember that on some of the other interrogations you were shown a number of documents from time to time to refresh your memory.
- A Yes, from time to time, yes, Mr. Weiesbrodt from time to time let me see one or two sentences. You see, Mr. Weiesbrodt's technique was that one should take it from his memory. He seemed to be of that opinion that reading some pages might lead me to erroneous or to a way which he didn't like, I should say. He always preferred to have my opinion, you know. Very often what I said was not a fact but an opinion, you see. This opinion, of course, was given

under the circumstances of the time and this opinion sometimes in fact was not right.

Q What do you mean by the circumstances at the time?

A The enormous breakdown--the lack of files and mental breakdown after such a disaster.

Q You lost everything?

A My house was bombed out. My furniture was partly burned and in one place, partly robbed by the Poles, in another place, by displaced people. My position was lost. Everything seemed to be lost, you see. The concern of what my wife being alone would do--all these matters, you see, they came over you. When a man loses or believes to lose really everything what he has in life, he isn't entirely normal any more.

Q It's normally deduced by criminal psychologists, I believe, that under such circumstances, men are likely to speak more clearly than in a number of other circumstances. Don't you agree?

(page 23 of original)

A That might be, if the man has something on his conscience, but I had nothing on my conscience and nothing at all on my conscience; on the contrary, I was always of the opinion, it sounds now perhaps ridiculous, that in my opinion I thought that six weeks after the Army, the gentlemen of DuPont would come and make arrangements again with us. That was my opinion. It might sound ridiculous nowadays, but that was my opinion. You must not forget they were all personal friends of mine. Even during the war, one of my colleagues of DuPont, Mr. Pretto, died and then the DuPont representative in France, Mr. Neelting, let it known to me--that was made in the French--by writing "Prevenez notre ami commun, Monsieur Georg von Schnitzler". It's not important; it's only important for my mental state.

Q That means, "I know our mutual friend, Mr. Georg von Schnitzler".

A Then I addressed the Foreign Office in Berlin and asked them that I would like to give an amount of sympathy, and then I didn't get an answer.

Q Yes, I think that is taking us quite a way. Now I will show you, in order to partly refresh your recollection, I will show you a document in the German, which is signed by one of your old associates, Dr. Hans Kugler, to begin with,

largely for purpose of refreshing your recollection concerning some of the more obvious dates in your own career.

Q Yes.

Q And you say through that. If you notice, as you are going along, anything that is grossly wrong, you should tell us. The mere fact that this statement on your career doesn't show everything is obvious and you will not have to point that out to us.

Q Shall I read it once?

Q Reread it to yourself.

(page 24 of the original)

(Witness reads report)

A: It is absolutely correct.

Q: In pointing to item 22 on page 4, you indicate that you entered the Nazi party in 1938 and not in 1937?

A: Yes, not in 1937.

Q: Now apart from that correction, you state that this document signed by Dr. Hans Kugler, is entirely correct the affidavit, of 17 January 1947?

A: Is entirely correct.

Q: Is entirely correct?

A: Is entirely correct.

Q: Since it was made with the assistance of files, I thought it would be possibly helpful to glance through it because it certainly mentions some dates which I don't think anyone could be expected to remember precisely. I next would like to show you a document - Dr. Levy just pointed out to me that you entered the Party in 1938 but your card was back-dated.

A: To the first of May '37. That is what always happens, yes.

Q: I was about to show you a photostatic copy of a document which you signed on the 11th of September 1945 which is three pages long, and which is entitled, "Curriculum Vitae/ Georg von Schnitzler." You recognize that?

A: Yes.

Q: Is there anything about that document which would strike you now as offering grounds for us to believe that you made any falsifications in that document?

A: No, no, that is entirely true. Yes, the application was made on February '38. My number was, however, five million. I think that is something like five million eight hundred thirty-five thousand, but it

(page 25 of the original)

has no importance.

Q: In order to have the record clear --

A: Five million -- no, it's right. Excuse me, it's right.

Q: You misread. You were referring to page 2?

A: Yes, yes. It should be as I read it, eight and three are just to change.

Q: Now just a second. You are referring to--

A: By the way, it has no importance.

Q: Yes, but I just want to be certain for the record. You are referring to the third from the last paragraph on the page, to your party card number.

A: My party card number.

Q: And you state that it should be something like 5,835,000?

A: Eight hundred thirty-five, yes, so I remember it. Mr. Rodecker was the last time in my house in June '41. Mr. Rodecker was the American Consul in Frankfurt. You see, all the time we had personal friendly relations, and he would corroborate it. All the time I gave him material and I always said to him, "I can't give you anything that was secret, but I can help you that you would eventually have to take with difficulty out of papers, and it would make this easier for you if I give this to you. Mr. Rodecker is again consul in Frankfurt now. It has been told to me, that he is ready to give me a personal reference.

(Reporter questions accuracy of statement)

Q: Please read the statement.

(Reporter reads last statement of witness)

Q: Is that correct, Mr. von Schnitzler?

A: Yes, that is right. That gives my record quite correct.

Q: You ended without finishing a sentence.

(page 26 of the original)

A: Nothing to add and nothing to change.

Q: Now the next statement of yours is dated the 20th of August 1945. It consists of three pages. You have made certain corrections in the text which you initialed on the side with the now very familiar initials. It discusses generally the nature of the I.G. Farben concern. The first sentence starts out, "The I.G., what is called in the German language a 'concern'." Will you look at this document?

(Witness reads document)

A: The first page is absolutely right. I couldn't say it better than the first page.

Q: May I interrupt you to ask you this: do you type yourself?

A: Very badly so. I lost the habit. I haven't done it for 25 years. But if you want to have me retake it, then I will endeavor to do it.

Q No, I don't think that will be necessary.

A On the second page-- yes, I made that for Mr. Ritchin, this statement. I remember it very well.

Q Did you first draw that statement up in your own handwriting?

A In my own handwriting, and then Mr. Ritchin gave me a secretary to have it typewritten. First I gave it in my handwriting and then we made some small modifications and then I dictated it out. You see, the relations between Mr. Ritchin and myself were, if I might use that word, "cordial," and if I show you tomorrow, and if you will see those two documents which I still have with me, you may approve of it. I will bring Mr. Divine's certificate and Mr. Weissbrodt's address of his brother.

Q You may bring it tomorrow. Certified?

(page 27 of the original)

A Not certified. Yes, my English was much better at that time.

Q You state that your English was much better at that time?

A They taught me a lot of English.

Q You refreshed your recollection, you mean, after six years of not being in connection with Americans?

A Yes.

Q Of course, you were in connection with Americans up to 1941?

A To 1941, yes.

Q But all the time?

A All the time.

Q All the time, you say?

A Till '41. Then I met Mr. Howard and then Mr. Williamson and then Mr. Duisberg.

Q I think those gentlemen might have had something of an inferiority complex since you always talked to them in English?

A I don't think so.

Q Or perhaps French is the diplomatic language.

A That is my proper language. I spoke French from my sixth year and that makes an enormous difference.

Q You say you started to study English when you were 23? You weren't in Berlin then?

A No, my parents allowed me to make a trip around the world. I had a peculiar career that way. When I finished my first juridical studies, I wanted to study philosophy, and then my father at the time said, you see, that it would be a waste of time and I should do something else, and I never mentioned that before. And now I owe it to you Americans that I could fulfill that desire, being an old man and so imprisoned I

(page 26 of the original)

studied now philosophy during my imprisonment; Spinoza, in the first instance.

Q Did you have German or English or American stenographers at the time when you dictated some of these statements in Frankfurt during the investigation?

A No, Germans. There were German girls who were occupied by Mr. Ritchie.

Q They were German civilians who were employed by the Americans?

A Yes, German civilians who were employed by the Americans.

Q And they knew English?

A Yes, they knew English very well. So there was one American lady too. Mr. Ritchie had a personal secretary, but that was as far as I can remember—the only woman secretary who was to interrogate us—but most of them were German, but they all knew very well English.

Q You mean the only American. Some of the other Germans were females, were they not?

A Yes, only one American female secretary, as far as I can remember.

Q Did the American secretary have any difficulty?

A Sometimes, yes, to follow me, but she got so much accustomed to my English that she knew it later better than I, and when I asked her that she should eventually correct something she said it was very difficult to correct because it was my English. There are some very different ways of speaking.

Q Did you visit America on your first trip around the world?

A Yes, it was a great impression I had from America when I was first there in 1908. I crossed the country from San Francisco to New York.

- Q. But at that time you could not speak English very well?
- A. No, not very well. On the trip, I learned English firstly. I had some lessons in Germany, but of course that is nothing, and so I learned it on my trip.
- Q. But that was not enough to give you the knowledge you have acquired since?
- A. Oh, no, not at all, so what I later on—it came by year and by year, and by the many visits I spent in America. I was five times in America altogether during the years 1930 to '37.
- Q. But certain of your intonations are more after the English than after the Americans.
- A. Yes, that is so.
- Q. Why is that?
- A. I wonder myself why because I have been very seldom in England and very often in America, but still I kept that apparently from the first knowledge of the language. The last time I was there in 1937 and I spent a whole week in the house of Mr. Harrington. That was my commercial colleague, together with my younger daughter. She was with me and we both stayed with Mr. Harrington.
- Q. Does she also speak English?
- A. Yes, she speaks wonderful English. She married an Austrian and she lives in Spain.
- Q. Did you practice your English with her?
- A. Yes, she speaks much better English than I do.
- Q. Young people can pick it up more quickly?
- A. Yes, more quickly.
- Q. Where did your wife learn English?
- A. My wife is half Belgian. She's from Antwerp. My father-in-law was a German commercial enterpriser in Antwerp and my mother-in-law was Belgian, and so my wife speaks French and Flemish without any hesitation—but rather French and English. (page 38 of orig.)
- Q. Was it your custom, such as you're studying now apart from the chemical matters, when you were making these travels, did you study English and other languages?
- A. Yes, yes, and I tried to form—to better my knowledge of the language.

- Q. How did you learn the grammar so well. - That is what bothers me?
- A. The grammar is easy in English.
- Q. Yes, much easier than German, I must confess.
- A. German is very difficult.

(Witness continues reading document)

Yes, this is quite right what I say here, "The more I. G. became a concern in the aforementioned way, the less efficient became the power and survey of the central administration." I mean by that when we were small firms—you know, in the former times—we were much more in the current business and our technical knowledge was much more developed than later on when the firm became so big that really being one of the heads of the firm you became more and more a man of survey instead of a man of the knowledge of the technical and commercial details. That I want to explain.

- Q. A man of survey?
- A. Yes.
- Q. That is, you had a general overlook or Ueberblick?
- A. Yes, a general Ueberblick. It became more an Ueberblick than a real sound knowledge of the business itself. (page 31 of Bookkeeping and financial control more and more replaced orig.) the immediate knowledge of the technical and commercial methods in which one was engaged. "At the Central Committee developed to Registry offices..." This is perhaps a little exaggerated "to registry offices," but there is a sense in it: "where scientific reports were given and where one took notice of figures."
- Q. Yes. Now, Mr. von Schnitzler, since that appears in the document which you have read through, it won't be necessary for you hereafter to read an extract from it. If you observe there is something which is misleading, then I would like to have you point it out, but if the document is fairly clear to you now and you feel that it gives an accurate statement, that will be all that is necessary for the time being. If you have more to state by way of amplification, you will be given an opportunity later. I am now interested, as you understand, in going through these documents.
- A. Yes, this is absolutely correct. It is perhaps in that way a little exaggerated that my technical colleagues would eventually say, "But he exaggerates. We know the details. He thinks that we don't know them."

Q. Yes, I understand your point. Will you continue?

A. Yes. But of course that has nothing to do with a good or bad faith.

Q. I understand your point. You don't mean to indicate that you intentionally exaggerated there.

A. It looks to me now, after more than one and one-half years, it looks correct, but a little exaggerated. But it looks to me after one and one-half years a little exaggerated. (Continues reading) That is right. That is right. That is absolutely correct. It couldn't be said better: "The I. G. by simple development of the facts became too big a concern to be still administered in one single firm." And we were thinking always of splitting up. Then I say, "The reasons are firstly because we didn't like to be at all a state within a state," as the reproach was so often made, and it was never intentionally done by us. It was simply a question of development and we always thought how can one withdraw this oven from the I. G.? There is one word: "The new works always were a kind of colonies." That means no sense.

A. Yes; referring to the eighth line from the bottom of the second page, Mr. von Schnitzler indicates that he stated: "That the new works always were a kind of colonies," and that should be, "That the new works always were a type of colonies." Is that correct?

A. Yes, that is correct.

Q. That is a small typographical error, more or less.

A. Yes. I think there is another word there: "Calls attention to error to the interrogator." I think that is a typographical error. Probably I would have dictated: "Not make any allusion."

Q. Yes; referring to the second sentence from the bottom of page 2, Mr. von Schnitzler notes that: "any illusion" should be "allusion." Is that correct?

A. Yes, that is correct.

(Mr. Rudolph exits at 1650)

A. Yes, it's entirely correct, sir. It's entirely correct and I must say I could say it's a very good statement. It's an opinion, you see. You could publish that in a review. It's like an article for the press. That was for Mr. Ritchin that I made it. He wanted me to give him a general idea about I. G.'s economical position, and I

COPY OF DOCUMENT NI-15300 (CONT'D)
OFFICE OF CHIEF COUNSEL FOR WAR
CRIMES

(page 33 of orig.) think, of course, it can't comprise everything because it's a short opinion. It's a short article but it's absolutely correct.

- Q. Yes. Now, I think we can perhaps cover these satisfactorily if you merely indicate whether it's correct and later on if you have some additions you make them. The next document I wish to show you is the document which is two pages long. At the bottom, there are the page numbers: "119 and 120," and it is signed by you on the second page. The document is marked: "undated" at the top. I think someone else wrote that in. Originally it was not dated by you. Will you look this document over? Read it clearly through before you make any comments and then we will go over it.

(Witness reads document)

- A. Well, of course, this is later on—this is more or less a famous one because it appeared in the great Nurnberg trial. But this is one I have not corrected. I added a very important sentence later on with Mr. Adams in September 1945 and this was my first statement I made for Mr. Nixon. And later on, Mr. Adams came to me to have that statement put under oath, in the meantime I had made strong investigations. You notice that is not written by me. That is not my handwriting. I don't write that way. It's not from me.

- Q. No, that is right.

- A. It's not from me. I think I never signed that, but I signed another one of that kind which is not entirely identical, but which I have made under oath with Mr. Adams.

- Q. Yes, I am familiar with that.

- A. And with this very important sentence added regarding the payment and this is that—as I have written here—"I did not take part in the discussion but reported the matter the next day, or the over next day, to Dr. Bosch." He was the head of the company at that time in Frankfurt; (page 34, of orig.) "who together with Schmitz had reserved exclusively for themselves the handling of the direction of money to political parties, the press, etc. and had made a special point of secrecy in this respect." And there I added a sentence. "Vertraulich" it's translated as "secrecy." "Confidential" would be better than "secrecy."

- Q. Confidential?

- A. Yes, it would be more confidential. I want to add something now. You see, of course, it would be better if we had the original document.

Q. Yes, I will obtain it later.

A. This is that: it was absolutely right when I put it down and that was my opinion. Later on, of course, we very often discussed that and then I was informed that Dr. Bosch and Dr. Schmitz did not do the handling of those funds, but those funds were handled by a special committee and this special committee was provided by Dr. Kalle, and this committee comprised apart from Dr. Kalle, different political men who were from the different bourgeois parties. You know of that committee, probably?

Q. Yes.

A. There was, for instance, Dr. Lammers who belonged to the Zentrum. There was Herr von Moellendorff who was very much associated with the Sozialdemokraten. There was—

Q. Hugenberg?

A. No, Hugenberg was not. No, it was only connected with Farben people. Dr. Hummel who was from the Democrats. He was once Badischer State President. And those men handled these so-called, if I might use that word, "political funds"; but at that time, when I made that statement under oath to Mr. Adams,

(page 35 of the original)

I was not entirely informed about those matters. So I put here the responsibility on Dr. Bosch and Dr. Schmitz, which they had not to that large extent. They had, of course delegated it to that committee.

Q Yes, I think the record should note that this is taken from a larger statement which you had made.

A That is taken from a larger statement which I have made to Mr. Nixon, but I said we can leave it as I have made that to Mr. Adams, and this statement makes part of the Nurnberg procedure.

Q Yes, I am very familiar with that. Now, I think this von Schnitzler was written on here maybe to identify this piece of paper.

A Yes, you see it's not my handwriting.

Q It's not your handwriting, but you're not making the point that you did not write this.

A I don't make that point, but I can't remember it. You see, if I had verbally said that -- I have the same opinion that you have that that is only taken from another statement which I have made. It's not an original.

Q No.

A And of course this would have to be added that it was not Bosch or Schmitz, but it was a political committee; and secondly, that after having made that, I had Dr. Decker--

Q Paul Decker? Of the bookkeeping Department?

A Yes, I let him make a search as I had never heard anything any more of the whole matter, being of course not competent in the matter at all and having had no interest for me for a dozen years. But it became so interesting by the American interrogation, so I put the question to Decker, who was at the time free, "Please see where we paid or have we not paid?" I said to Nixon, "Probably, they will have asked the I. G. of a share of ten to twelve per cent." (page 36 of orig.)

Q Actually, I will tell you what I. G. paid, and later on I will tell you further about this. They paid 400,000 marks.

A I. G. paid?

Q Yes, and I have some other questions to ask you about this statement, but I think that, as you have stated in view of the fact that we have another document, we will refer to this further another time. There are just one or two questions I would like to ask you. The first is --

A Perhaps I can only say that one word with Mr. Adams — I made the statement verbally as follows — because I remember that quite well, having about three-quarters of an hour discussed the terms with Mr. Adams — I wanted to have it down that I. G. did not pay because Dencker had not found anything; and then Mr. Adams said, "You can't say that because neither you nor Dencker know if from some other source, something has been paid." And then we have put it that way. There is no evidence that I. G. participated in those payments, and up to this present moment, I was under the opinion that I. G. had not paid.

Q It strikes me as singularly peculiar that I. G. and its representative, after such a meeting as the meeting of 20 February 1933 — a meeting at which Hitler and Goering and a number of industrialists participated, including Schacht — that you would have a thought that I. G. would not have paid. How could you have said that?

A I concluded it that way. I left it entirely open with Mr. Nixon when I told him.

Q I understand that. That is not the question. The question is why orig. (page 37 of)
did you tell Mr. Adams that you wanted the record to show that I. G. had not paid?

A Because Dencker had looked over all books and had said, "We have not paid." and he, of course, was a man who was competent for it.

Q Why were you invited to this meeting? You note that several other Farben people were invited. Who else was invited besides yourself?

A Bosch and two others whose names I do not recollect. Only I attended.

Q Why did you attend?

A That I could never make out. Perhaps because Schacht knew me personally well. We had personal acquaintances with Schacht. I think the whole thing came from Schacht, but I said from the statement at that meeting, I was only a participant; I didn't say a word. I didn't take any attitude; I didn't say anything. And when Dencker stated that we had not paid anything, I thought they had forgotten me because at that time I was not so well-known as I was later on; or the other possibility was, as I have written there, Bosch was very much against the whole development; and as I have said, Bosch only shrugged his shoulders. He did that often so, and then I imagine perhaps Bosch has refused. Those were the two possibilities that I envisaged; the one that I had simply been forgotten, having not taken any attitude; and the second one, that Bosch had refused.

Q The next document is only one page long. It's dated the 18th of July 1945, and your signature and position appear at the bottom.

(Witness reads document)

A. "Gleichschaltung"—famous "word", not "work".

Q. Mr. von Schnitzler points out that in the fourth line, the word "work" should be "word." (page 38 p. original)

A. Yes, that is right. The famous word "Gleichschaltung" that means going on a certain line, and that is not so good.

" Suppose you read the entire document and then we will come back to it.

A. Yes, of course, this is much too short. What I have stated here, that is correct, but there applies what I said in the beginning: I think it is no reproach against me and neither against Mr. Weisbrodt and Mr. Dine that so complex a question can't be dealt with in one sheet.

Q I understand.

A. It's what I say is correct there, but it's not all complete.

Q. Suppose you undertake over night and in the next few days to reduce further to writing or make notes for yourself so that when you come here you can talk very pointedly and distinctly and shortly —terse— concerning this matter. You can appreciate that our concern is not with having encyclopedias, but with a fair statement of the truth. We will give you further opportunity to enlarge upon this and if you can recall events and people more accurately it would be appreciated. I think you mentioned Dr. Schacht sometime ago. I had the pleasure of interrogating Dr. Schacht a number of times. I think I generally got the truth from him and I think that in the long run it turned out much for the better, because the attempt to gloss over one's participation or the intimacy of one's relationships with people who were important in Germany during those times is very attractive at times, but in the long run it does not pay; and secondly, it is distinctly contrary to the oath and appears stilted in view of a lot of things that have happened, and often it contradicts a document.

A. Yes, contradicts.

(page 39 of the original)

Q. Which is quite serious; so I trust that as you do these things you will really be disclosing the—

A. Yes, I shall try to write down everything which is still kept in my memory. Perhaps you can help me with certain documents, if you have got more documents about that — you know, the development of the arrangements with the A.O. There is a continuous history of twelve years.

Q. Yes, suppose we go into that tomorrow.

A. Then perhaps I will start and tell you once over all how I viewed it

Q. Well, Mr. von Schnitzler, I first want to go through these documents. I have quite a number and as we go through, a number of things will occur to you, and if necessary, you can make a written note. I think you will find that there will be ample opportunity to come back to some of that. I don't want to tarry -- to wait too long now until we have covered these matters. This will affect an economy, as I think you can appreciate -- this view of the fact that many of these statements are interwoven, and after you have gone through them and stated whether or not a matter is true or whether it is misleading, that will be sufficient, generally speaking, for the present. And then we will --

A. You see, when you use the word "false", it can only mean as I see it, that it is erroneous or not complete because the knowledge was lacking at the time.

Q. Well, that is one of the issues before us. Now, I think that to-morrow morning at 10:00 o'clock we will reconvene here. Thank you.

(page 40 of the original)

Rita Margaret Gaylord, Court Reporter:
(signature): Rita M. Gaylord

Drexel A. Sprecher, Interrogator:
(signature): Drexel A. Sprecher

Georg von Schnitzler, Witness:
(signature): Georg von Schnitzler

(handwritten): (Proofreading and corrections concluded on February 25th
1947)

(Initials): S. (Schnitzler)

C E R T I F I C A T E

I, YVONNE A. SCHLAEZ, BTD. NO. 20100, hereby certify that the above is a true and correct copy of document No. NI-15300, the original of which is in the German language.

YVONNE A. SCHLAEZ
BTD. NO. 20100.

END

AFFIDAVIT

*Close to District
rep. 4.*

1902 I, Karl BAYER, residing in Hemmerkt (Opf) Sandstr. 23 1/3, born approx. May 1902 in Strambing, after having first been warned that I will be liable for punishment for making a false statement, state herewith under oath, of my own free will and without coercion, the following:

1. In 1938 I entered I.G. Louna as an engineer. In 1943 Dr. PARTZOLD had me transferred to I.G. Auschwitz.
2. I had a good position in I.G. Auschwitz and in any case I would have liked it in Auschwitz because of the scenery. But if today I were asked to choose whether I would like to work again in I.G. Auschwitz under the same conditions I would refuse in view of the unhealthy conditions which prevailed there with the employment of thousands of people who were not free, and who had to live and work in conditions which were not worthy of human beings.
3. It was said generally in Auschwitz that the Poles who worked there were beaten by the I.G. foremen. I myself was particularly interested in finding out how the Poles were treated and once talked about it to an I.G. plant policeman amongst other people. The latter told me that his hand still hurt from hitting Poles and that he had even sprained his finger over it.
4. The inmates who worked on the I.G. construction-site looked tired already in the morning when they went to their place of work. I knew that they had to get there at five. They were very badly dressed. Their clothing, which was unfit for a human being, as well as their completely inadequate footwear, was particularly noticeable in winter. They had nothing waterproof to put on and if they had a coat it was only a thin one.

In 1943, as far as I remember, the plant fence around the whole of the I.G. site had not yet been completed so that in these days still the inmates were guarded on the construction-site by SS guards.

(page 2 of original)

I heard that the inmates were shot by SS if they attempted to flee. I myself heard shots.

The inmates, who were under-nourished, had to carry heavy sacks with a hundred weight of cement over the I.G. construction site, and this was very painful for them.

I watched this myself.

I heard and saw myself how inmates fell down while they were working, that is, stumbled.

Apart from the fact that some I.G. foremen and overseers inflicted corporal punishment on the inmates (kicks in the buttocks, thumps and blows), which I observed on various occasions, the inmates were driven by the Kapos (camp police) to turn out as much work as possible and were mistreated. Each Kapo had 50 inmates under him and was responsible for seeing that his command produced a certain work-output on the I.G. construction-site. If this amount of work was not done the I.G. foreman reported the Kapo to the SS and the Kapo received punishment (mostly a beating) in the concentration camp of Monowitz. Some of the Kapos told me this repeatedly. I myself once removed from a Kapo a stick with which he had beaten other inmates. I remember in particular a foreman-in-chief in I.G. Auschwitz who is now in Louna.

(page 2 of original cont'd)

This man beat the inmates. In addition to him I saw foremen I didn't know beating the inmates.

One could not avoid making the observation when one crossed the I.G. plant site. In my opinion it is impossible that Direktor Otto AMEROS, Direktor Heinrich KURTISCH and Direktor Walter DUESSELDORF did not see these conditions when they went through the plant. I did not see Directors AMEROS and KURTISCH myself in the Auschwitz plant; I only had to deal with Dr. DUESSELDORF. Dr. DUESSELDORF in particular often inspected the plant.

As far as I know, each foreman in the construction department of I.G. Auschwitz had to send in a report every evening to the labor commitment section showing how much each inmate had worked that day. But what happened after that, I don't know. The I.G. complained to the SS when it was not satisfied with an inmate. I heard of such reports to the SS which

(Page 3 of original)

brought about the punishment of the inmate in question. The punishments varied. Apart from the beatings which were administered in Auschwitz, intelligent inmates were, for example, condemned to shovel piles of sand from morning to evening from one place to another. I know that the pharmacist HIRSCHFELD, a very intelligent inmate, who spoke four languages, spoke of such a punishment. In addition to this there was detention in the standing cells where the inmates had to stand for twenty-four hours on a grating. The inmate Hirschfeld assured me of this too. At lunch time the inmates received the so-called Buna-soup. This was a thin liquid with the remains of vegetables swimming round in it. I also noticed potato peelings and sawdust in it.

If inmates had got so low that they could not appear at work any more they disappeared. I cannot say anything as to their fate. I remember that the pharmacist HIRSCHFELD told me once that a detachment of inmates had again disappeared. The I.G. plant management asked for healthy inmates from the concentration camp in Auschwitz.

After both rounds the inmates had to clear away again. I knew that there was a correction camp (B-Lager:Erziehungslager) and I believe that it was in Monowitz.

5. It cannot be said that the employment of inmates on the I.G. construction site in Auschwitz was humane. No one in I.G. Auschwitz could fail to observe that perhaps only fifty to sixty percent of the inmates working there could turn out even approximately the work that was demanded of them.

6. Ukrainian women who had to work in I.G. Auschwitz had to do heavy work with sand, carry heavy buckets with concrete, etc. I once watched how an inmate wanted to help a Ukrainian woman who was not able to carry a heavy bucket. At once an SS-Oberscharfuehrer sprang at the inmate and beat him.

I have carefully read each of the 4 (four) pages of the declaration and have signed them personally. I have made the necessary corrections in my own handwriting and

(Page 4 of original.)

initialed them and I declare herewith under oath that I have given the pure truth to the best of my knowledge and conscience.

(signature) Karl Beyer
KARL BEYER

(page 4 of original cont'd)

Sworn to and signed before me this 26th day of September 1947, at the
Palace of Justice, Nurnberg, Germany, by Karl BAYER, known to me to be
the person making the above affidavit.

BERENHARD VON HALL
BERENHARD VON HALL
AGO # 533433
Office of Chief of Counsel
for War Crimes
US War Department.

CERTIFICATE OF TRANSLATION

I, Dorothy E. Plummer, USFET 482, hereby certify that I am thoroughly
conversant with the German and English languages; and that the above
is a true and correct translation of Document No. NL-11643.

Dorothy E. PLUMMER
USFET 482

Used by
sup. District
Q.

EXH # 2267

TRANSLATION OF DOCUMENT NO. HI-15244
OFFICE OF CHIEF OF COUNCIL FOR WAR CRIMES

-Fgr- So/Pa.-

To the
management of
New Building

On Thursday 2 September 1943, 500 inmates will arrive.

By then the following building must be fitted up :

- 1.) Kitchens and storerooms
- 2.) Accommodations for 35 guards with bed linen and blankets.
- 3.) Accommodations for 500 inmates with beds, straw mattresses, pillows and blankets.
- 4.) 500 knives and forks.
- 5.) In the block and guard room - tables, shelves and sitting accommodation.
- 6.) The lighting must be put in order.

Paarstengrube 30 August 1943

(Signature): Seber

TRANSLATION CERTIFICATE

I, Dorothea E. Plummer, USFET 482, hereby certify that I am thoroughly conversant with the English and the German languages, and that the above is a true and correct translation of document No. HI-15244, the original of which is in the German language.

Dorothea E. Plummer
USFET 482

Handwritten: 1000
sup. Dist. 1000

Q 2 2 2

AFFILIATION AGREEMENT (ORGANVERTRAG)

between

IG Farbenindustrie Aktiengesellschaft, Frankfurt/Main (IG),

and

Fuerstengrube GmbH, Kattowitz (Fuerstengrube)

The IG has a 51% share in Fuerstengrube, while the other 49% are owned by the Fuerstlich-Plessischen Bergwerks-AG, Kattowitz (Pless). In order to assure IG of control of the Fuerstengrube for 30 years, IG and Pless have agreed on the following: Pless will for this period, grant IG usufruct of its holding, and will, in particular, transfer the exercise of voting rights and other stockholders' rights to IG; IG will conclude an affiliation agreement (Organvertrag) with Fuerstengrube; altogether, although Pless will continue as a partner, it will not have to bear any business risk, nor be responsible for any charges arising out of the participation, such as for financing, nor will it exercise any influence over the company.

Therefore Fuerstengrube will be incorporated into the IG financially, economically and organizationally, and will be dependent on it in every respect and subject to its instructions. With this affiliation as a basis for the relationship between the parties, the following is agreed:

Para. 1

(1) Effective 1 January 1944, Fuerstengrube will carry on its business on IG's account, but will continue to do this under its own name. Therefore, Fuerstengrube will not have any profits or losses of its own. Fuerstengrube will make all profits directly for IG.

(2) In the conduct of its business Fuerstengrube will adhere to the instructions of IG. It will permit IG full insight into the business at all times.

Para. 2

(1) The settlement between the two companies will take place every year when the annual balance sheet of Fuerstengrube is drawn up.

(2) In accordance with (1) Fuerstengrube will pay to IG the entire profit shown in a preliminary balance, to be jointly drawn up. The IG will take over any loss which may be incurred according to the preliminary balance. This arrangement will already be taken into consideration in the annual balance sheets of both companies.

(3) The appropriate accountancy principles of IG will be adhered to in drawing up the annual balance sheet for the Fuerstengrube, particularly with regard to valuation and depreciation.

(page 2 of original)

Unless special conditions necessitate an exception, which is for IG to decide.

Para. 3

The L.G. will grant Pless an annual dividend of 4% on Pless' interest in the Fuerstengrube, which amounts to RM 14 700 000.— (including the increase, which has yet to be effected formally, by RM 2 450 000.— already paid in) without regard to the returns of the Fuerstengrube. The L.G. will pay this sum annually, as soon as the annual balance sheet for the Fuerstengrube has been drawn up.

Para. 4

This agreement is effective from 1 January 1944 until 31 December 1963.

Berlin, 22 December 1944
L.G. Farbchemie
Aktiengesellschaft

signed(signature) signed Silcher.

Kattowitz, 26 December 1944.
FURSTENGROBE GmbH
(handwritten)
signed: Falkenhahn

CERTIFICATE OF TRANSLATION

I, DOROTHEA L. GALEWSKI, BTD #34079, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. NI-15138.

Dorothea L. GALEWSKI,
BTD #34079.

Class 6
rep. - District
C.

Ex. # 4269

TRANSLATION OF DOCUMENT NO. KL-2500
OFFICE OF CHIEF OF COUNSEL FOR WAR
CRIMES

AFFIDAVIT

I, Richard Franz Ludwig BEHLING, Wilhelm Reiser-Strasse 4, Marburg/Lahn, after having been informed that I am liable to punishment for giving false information, herewith state under oath of my own free will and without duress, the following:

1. In 1918 I entered the dye plants in Hoechst. In 1928 the Behring Works in Marburg/Lahn were taken over by I.G. From that time on I was a confidential agent (Vertrauensmann) for I.G. at the Behring Works until in the year 1935 I moved over to Marburg entirely. I was the scientific laboratory chief of the Behring Works in Marburg/Lahn where I worked especially on problems of virus research. In the year 1939 I was drafted as Oberstabsarzt (Army physician) and during the war I was promoted to the rank of Oberstarzt (Translator's Note: Physician with the rank of Colonel).

2. The development of a preparation until it is ready to be put on the market is as follows:

The preparation is discovered, for example, in Elberfeld. It is discussed with Prof. Heinrich Boerlein. Afterwards it is introduced at one of the pharmaceutical-scientific and technical central conferences of the Pharmaceutical Sparte.

In addition to myself the following gentlemen were present at these pharmaceutical central conferences: Prof. Carl Ludwig Lautenschlaeger, Prof. Heinrich Boerlein, Dr. Julius Weber, Dr. Bockmuhl, Dr. Mertens, Fahrle, Schoenhoffer.

When problems concerning contracts were being discussed Consul General W. E. MANN or Dr. Max REUTENHOFER were called according to the case. Each of the people present was given a copy of the minutes of the meeting. After these meetings the main conferences of the Pharmaceutical Sparte took place. It was a small circle consisting of Prof. Heinrich Boerlein and Prof. Carl Ludwig

(Page 2 of original)

Lautenschlaeger among others. I did not belong to this circle. Prof. Kikuth, I.G. Elberfeld, was, for example, represented at this main conference by Prof. Heinrich Boerlein.

In general, every new preparation was handled in this way; however, one side or the other had already undertaken a previous check so that it could show a certain experience at the main conference.

After this central conference the preparation was sent away for the actual pre-checking. This was arranged, for example, by Dr. Mertens, of I.G. Leverkusen. At the meeting there had been discussion as to whom the preparation should be sent for testing. Now and then some outside initiative would give the impetus, that is, certain physicians or hospitals would apply to I.G. for a preparation in some field or other. The local representatives to whom a scientific department was in general attached usually contacted the places where the preparation was tested.

In general, I.G. Farben Hoechst saw to it that the pre-testing did not only take place through the Leverkusen organization but that Dr. Julius Weber of I.G. Farben Hoechst, was entrusted with it.

The progress of the testing was followed at the pharmaceutical central conferences and then the next step had again to be discussed at these conferences. This was the so-called main test which took place on a larger scale contrary to the preliminary test.

3. The preparations Nitroacridine and Methylene blue were separated at the experimental stage into: Methylene blue I.G. Eberfeld and Nitroacridin I.G. Hoechst.

(Page 3 of original)

4. I know that at the discussion in the Reich Ministry of the Interior on 29 December 1941 Dr. Albert DEMNITZ also took part as the representative of I.G. Farben and/or the Behring Works Marburg, and Zahn - Leverkusen was there as the person responsible for the sale of the Behring preparations. At this meeting I.G. asked for tests to be made also with its typhus vaccine, for which I.G. was to apply to Dr. Joachim MEUKOWSKI, the head of the SS medical service. As far as I am informed there was no discussion at this meeting as to where or in what circumstance the experiments were to be made. The preparation involved is one which is injected into healthy persons to protect them against subsequent infection. Should the person who is vaccinated be exposed to infection, there are the following possibilities - according to the efficacy of the vaccine -

The person vaccinated does not contract typhus, he contracts typhus more or less seriously; he dies in spite of everything.

5. When I went to Berlin I always went round to see Dr. Joachim MEUKOWSKI - as a colleague, that is, in the first half of 1942 I met Dr. DING when I was with him. Dr. DING showed me some average fever charts for typhus patients which he subsequently published. From these charts I saw that the vaccines which he had applied - there were two vaccines ("weak" and "strong") of the Behring Works Marburg amongst them - did have a certain effect but that no conclusions could be drawn from them as to the relative quality of the separate vaccines. Dr. DING gave different test patients injections of the different vaccines at the same time, and without waiting to see whether they would contract the disease in a dangerous environment, as he told me, infected them with living toxic agents. He told me that he was making these experiments on human beings with an artificial infection, but he did not tell me where he was making them.

(Page 4 of original)

I do not know if the test patients came forward voluntarily. It was quite clear to me that there were internees amongst them, like those kept in concentration camps, that is to say, people who are detained whatever the circumstances - whether they are criminals or Jews or persons who have expressed political opinions which are contrary to national socialism.

I was able to see from the fever graphs I was shown that people had died. The number of those who died I do not remember.

After my conference with Dr. DING I wrote a letter to Dr. DEMNITZ, in which I reported on my meeting with Dr. DING and told him too that tests on human beings were being carried out without really much point. After this Dr. DEMNITZ stopped sending free supplies of vaccines to the concentration camp. Up to then I had not known that experiments of this kind were carried out on human beings in Germany; I had only heard of it abroad (Bolivia and Mexico). Publication in U.S.A.

TRANSLATION OF DOCUMENT NO. HI-8500
Page 4

6. From a later conversation with Dr. DING in 1943 I learned that he was connected with the concentration camp of Buchenwald. At this conversation Dr. DING informed me that he had not had any success with Nitrocoridine. I did not see any graphs of the treatment of typhus patients with Nitrocoridine.

I found what Dr. DING told me rather surprising and I had the impression that Dr. DING was not the right man for such a task. I arranged for Dr. Julius Weber to go and see Dr. Ding in order to find out if things were all right.

7. In 1943/44 there was not yet any positive remedy against typhus. The affair aroused the greatest interest.

(Page 5 of original)

8. Typhus infection in test animals does not take such serious proportions as in the case of human beings.

I have carefully read each of the five (5) pages of this declaration and have signed them personally. I have made the necessary correction in my own handwriting and initialed them and I declare herewith under oath that I have given the pure truth to the best of my knowledge and conscience.

(signed) Richard Franz Ludwig BIELING
RICHARD FRANZ LUDWIG BIELING

Sworn to and signed before me this 17th day of April 1947 at Maernburg by Richard Franz Ludwig BIELING, known to me to be the person making the above affidavit.

(signed) Benvenuto von Halle
BENVENUTO VON HALLE

AKT & INGENIEUR
Office of Chief of Counsel for
War Crimes
US War Department.

CERTIFICATE OF TRANSLATION

I, DOROTHY E. PLUMMER, USMT 482, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document No. HI - 8500.

28 January 1948

DOROTHY E. PLUMMER
USMT 482.

(E E D)
- 3 -

last 6
up substitution
3/4

Exh # 3338
2270

TRANSLATION OF EXCERPTS OF DOC. 31-15292
OFFICE OF U.S. CHIEF OF COUNSEL
FOR WAR CRIMES.

RECORD OF INTERROGATION
of: Max WILHELM
by: Mr. Randolph E. KIRKMAN
on 8 September 1947, 15:00-15:50 hours
Stenographer: Anna Kerr.

No. 1933

(page 2 of original)

Q. Do you remember the sale of Boruta?

(page 2 of original)

A. Boruta?

Q. That is a Polish chemicals factory which was located near Lodz.

A. I know that there were negotiations, as far as I know with I.G., but I am in no position to give you details about it since I have not conducted these negotiations personally.

Q. Who did conduct them?

A. As far as I know, the manager of my Department Economy, Dr. Jakob Harle.

Q. Where is he at present?

A. I don't know. He used to be in Berlin.

Q. You don't know of any detail?

A. I understand he was deported by the Russians.

Q. Did you know Gekharat Mahnke?

A. Vaguely. I know that there was such man, but I did not know him personally. As far as I can remember, Harle conducted the negotiations. I can remember only quite vaguely that they were drawn out - to and fro - and then, as far as I remember, one day they reached a result.

TRANSLATION OF EXCERPTS OF DOC. WI-16292
CONT'D.

Stenographers: (signed) Mary Marr

Interrogatory: (signed) Randolph E. Newman

Witness: (signed) Max Vinkler

Signed and corrected on 9 September 1947.

CERTIFICATE OF TRANSLATION.

I, ELVIRA RAPHAEL, ADO B 397972, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of excerpts of Document No. WI-16292.

6 May 1948

ELVIRA RAPHAEL
B 397972.

CORRECTED TRANSLATION OF EXEMPTS OF DOCUMENT No. 51-14700
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

Exh # 2300

Interrogation of Dr. Gerhard RITZER
Interrogator: Otto Heilbrunn
Court-Reporters: Elly Wunderlich
Date: 4 September 1947. Afternoon.

Re: Trial Team I.

Q. Yesterday I told you that Mr. Miller would interrogate you. That has been altered. What I would like to have from you is an approximate curriculum vitae since 1935. Everything in which you have participated, what you have seen-part of it we discussed yesterday already - and for the sake of completeness we shall summarize it today. First of all I want to put you under oath. Will you please stand up and repeat after me: I swear by God the Almighty and Omniscient that I shall speak the pure truth and nothing but the truth and shall not conceal nor add anything.

A. I swear by God the Almighty and Omniscient that I shall speak the pure truth and nothing but the truth and shall not conceal nor add anything.

(page 8 of original)

Q. In what form did the Mob requirements of the three Wehrmacht staffs

(page 9 of original)

reach the Department for Raw Material and Foreign Currency?

A. On these affairs the conferences were held by von Loeb and Schimatis, we did not have any insight into particulars.

Q. In which cases were you able to have any insight?

A. Consumption and requirement figures were not specified to us by von Loeb and Schimatis. In the field of mineral oils we could only deduce the amounts of Mob requirements from the amounts of aviation fuel.

Q. Do you remember that the mineral oil - plan in the Four Year Plan was intended for normal cases as well as for the case of Mob?

A. Yes. For the large scale production of aviation fuel gas was only meant to be in case of Mob by switching over from motor-car fuel.

Q. Did the industries which took part in the enlargement know that the plan for enlargement in the war - and armament spheres of importance included the Mob requirements in each case?

A. That I consider was understood by itself.

Q. Did you ever get to know a letter by Hitler to Goering in which information was given on the purpose of the Four Year Plan?

A. No.

Q. Were you present in the Freischuhde in Berlin on 17 December 1936 when Goering made a speech in which he gave information on the purpose of the Four Year Plan?

A. No.

Q. Did Kersch inform you of the contents of this speech?

- A. No.
- Q. Were you informed about this speech by any other party?
- A. No, those were entirely chief's affairs with which we had nothing to do.
- Q. When was Krauch appointed Chief of the Department Research and Development?
- (page 10 of original)
- A. As far as I know at the establishment of the Raw Material- and Foreign Currency Staff in May 1936.
- Q. Were you ever present at any conference with Goering?
- A. Yes.
- Q. Which one?
- A. Shortly after war broke out I had to accompany my boss, who had been ill, to a conference and I had to keep in readiness his files concerning the production of mineral oil.
- Q. Were you ever present at any conference before war broke out?
- A. No.
- Q. Do you know that in summer 1936 directly before marching into Czechoslovakia Goering had expedited the enlargement program?
- A. Yes. The Kerinhall-Plan shows the date of end of June 1936.
- Q. What do you know about the historical development of the Kerinhall-Plan or the Krauch-Plan?
- A. At about that time Prof. Krauch returned from a conference, which I suppose had been held with Goering, and he charged us with the task to elaborate a program of construction according to the well-known request of the plan.
- Q. I had asked you about the historical development of this plan.
- A. Particulars on the preliminary history are unknown to me.
- Q. And how far have co-operated in the composition of the Kerinhall-Plan?
- A. Same as before, I was in charge of producing the neat and exact technical data.
- Q. What was the aim of the Kerinhall-Plan?
- A. I do not know the figures by heart.
- Q. I mean the purpose?
- A. An essential enlarging of the chemical products which were considered especially important concerning the armaments economy.
- Q. Why?

(page 11 of original)

- A. To supply the Wehrmacht.
- Q. Do you know whether Ambros co-operated concerning the administrative part of the plan?
- A. What do you mean by administrative part?
- Q. The organizational work.
- A. Well, that was our work. That was a conference with the technicians, enlargement, requirements of material, etc.
- Q. Did Ambros co-operate in that?
- A. The figures for Buna-Products came from Ambros.
- Q. It was not Buna only?
- A. That I do not know.
- Q. Did Ambros participate in any other compositions in connection with the Marinhall-Plan, especially those of an organizational kind.
- A. That is not known to me, according to my opinion, that is an affair of the chiefs of which we did not know anything.
- Q. Did the Krauch-Act then make up Mob-plans for the chemical industry, that is plans which amongst other things concerned the quota system in connection with labor and construction-materials?
- A. We did not have anything to do with the distribution of the products and with the Mob-preparations of the plants, it was a mere enlargement of the whole of the production, elaboration of technical proposals for enlargements and for new constructions. As concerns the quota of materials for constructing the installations which the management of the Four Year Plan had approved on account of Krauch's suggestion, Dr. Krauch himself had to determine that in the future.
- Q. Were you present at the conference with Goering of 14 October 1938?
- A. I was not present at any conference.
- Q. Did you hear anything about the contents of this conference?
- A. No.

(page 12 of original)

- Q. Do you know Dr. Krauch's report of April 1938?
- A. Yes. (The report is being submitted and recognized).
- Q. What was the reason that this report was made?
- A. As far as I remember, Prof. Krauch did not inform us of the object in view, however, the title says that he wanted to have it as a basis for a conference in the General Council (Generalrat).
- Q. In how far did you participate in the composition of this report?
- A. I collected the material together with the managers of the departments of the office.

- Q. Did you edit the report or did Krensch do that?
- A. In such important cases Krensch himself undertook to compile and edit it.
- Q. Did Krensch not give you any explanations on the purpose of the report when he charged you with the collection of the preliminary work?
- A. That I do not remember.
- Q. Was it possible perfectly to carry out the preliminary work without knowing about the purpose?
- A. As I remember now when looking at the material submitted to me, at that time Krensch especially asked that we should take into consideration the possibility of drawing on Southeastern Europe for the raw material supplies in the Mob-case.
- Q. In which way was this drawing on Southeastern Europe meant to be?
- A. Through close economic relations with Rumania, Hungary and Yugoslavia.
- Q. Was that not yet existing at that time?
- A. I cannot give you any information on that.
- Q. Did one consider an annexation of Southeastern Europe by way of fighting?
- A. I never heard anything about this.
- Q. Did you hear about any particulars concerning the conference between Goering

(page 13 of original)

and Krensch of 30 June 1938?

- A. No.
- Q. The report says on page 61 of the final statement:

"When on 30 June 1938 the aims for the increase in production from the areas under discussion were set by the Field Marshal, then it seemed as if the political leadership were the only one to determine the possibility, the time and the extent of the political upheaval in Europe by avoiding a conflict with a group of powers under England's leadership. Since March of this year, it is impossible to doubt that this hypothesis exists any longer."

How do you interpret this quotation?

- A. That is a difficult question for me to answer - On 30 June the leadership still believed it would carry out existing plans - I do not remember the individual ones - as concerns the co-operation with South Eastern Europe, and that is independently without being hindered by the Western Powers, which I suppose are meant here.
- Q. And what is to the meaning of the final sentence:

"Since March of this year this possibility does not exist any longer!"

- A. Apparently it was believed that after Czechoslovakia had been annexed, further economic expansion would lead to political conflicts with the Western Powers.
- Q. Those were already present at the time of the occupation of Austria, so that Krauch in this respect cannot think of political conflicts. According to your interpretation would that be the only possible interpretation or would it not follow from the context that a military conflict was unavoidable?
- A. I do not think so, for longer periods were being taken into consideration here, as is also borne out by the last paragraph on page 65 which: "for the time being counts on a peaceful enlargement of the large-scale economic area (Grosswirtschaftsraum) in the Balkans and in Spain."
- Q. How do you understand the wording: "for the time being" in this connection?
- A. As long as it might be possible for the political leadership to avoid the conflict which was implied above.
- Q. Does it not follow from the quotation on page 61 that Krauch considered a military conflict unavoidable?

(page 14 of original)

- A. I do not think so, for I only know that he always felt his responsibility in case of War to have done everything in a proper manner with which he had been charged in connection with chemical production.
- Q. The final sentence on page 65 reads:
- "If all these ideas will not be acted upon as quickly as possible, then all the sacrifices of lives will not protect us during the next war from the bitter end which once already was brought about by a lack of foresight and the lack of decision".
- How do you interpret this sentence?
- A. In my opinion it underlines the great responsibility which Krauch felt concerning the questions of armament economy so that he on his part could say that he had not missed anything in case the State could not avoid a armed conflict.
- Q. According to your opinion, does this sentence not express that Krauch counted for certain on a war ("in the next war") and that he saw the outbreak of this war immediately approaching ("quickest")?
- A. The text can be interpreted like that; however, Dr. Krauch never talked to me about a certain date at which he expected war to break out.
- Q. Did he count on the outbreak of war?
- A. That is unknown to me. I only know that on the first day after war had broken out I found him extremely puzzled and serious, (he was ill at that time), so that I do not have any indication that

he had known before-hand of a date.

- Q. You say that the final sentence can be interpreted to that effect that in April 1938 Krauch counted on war to break out soon. Is this interpretation not the only possible one, if you consider that on page 81 of his report Krauch mentions Hitler's decision no longer to be idle spectator to the military encirclement of Germany, if Krauch is talking of an open encirclement policy of the "enemies" in peacetime and of the thus created new situation and advocates "peaceful enlargement for the time being" and finally

(page 15 of original)

talks of the "sacrifices of lives in the next war"?

- A. It can be interpreted that Krauch, as I suppose, saw armed conflict coming on account of the deep insight he had in the matter.
- Q. My question was: Must it not be interpreted this way?
- A. Not as far as we are concerned who stood in the midst of things and did not have any insight into the detailed political situation. However, I must admit that from the point of view of the historian of to-day the above-mentioned interpretation is justified, that means, Krauch knew that war would be unavoidable.
- Q. A German war of aggression?
- A. No not necessarily. It might have been possible that one of the enemies could have countered on his part the German plans by an attack, for instance, that while Southeastern Europe was economically infiltrated, resistance by arms would have come from the part of the Russians.
- Q. I think this will be all for today. Thank you.

GERHARD RITTER

(signature)

Otto Heilbrunn ---
OTTO HEILBRUNN
Div. AGO NO. #30140
Office of Chief of Counsel
for War Crimes
U.S. War Department

(signature)

Ely Wunderlich ---
ELLY WUNDERLICH,
Court Reporter

CERTIFICATE OF TRANSLATION

I, Emmy ROSENBERG, ETO #20076, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of excerpts of Document No. NI-14700.

Emmy ROSENBERG,
ETO #20076.

E E D

Case 6
Sep 26

TRANSLATION OF DOCUMENT No. 61-14781
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

Exh # 4001

Interrogation of Dr. Gerhard Ritter

Interrogator: Otto Hallbrunn

Court Reporter: Billy Wunderlich

on 4 September 1947 afternoon.

PT Trial Term I

Q.: I told you yesterday that Mr. Miller was going to interrogate you. This has been altered, but I should like to have from you is a detailed description of your career since 1935. All that you experienced and observed - we discussed a part of it already yesterday - today we shall sum up for the sake of completeness.

First I must swear you in. Please stand up and say after me: "I swear by God, the Almighty and Omniscient, that I will speak the pure truth, and will withhold and add nothing, so help me God."

A.: "I swear by God, the Almighty and Omniscient, that I will speak the pure truth, and will withhold and add nothing, so help me God."

Q.: When did you join the I.G.?

A.: Should I start from the very beginning or only from 1935 onwards?

Q.: From the time you joined the I.G.

A.: In 1926 I joined the I.G. Ludwigshafen as a chemist in the Oppau ammonia laboratory. There I was put in charge of the most varied kinds of laboratory work, organization of a precision laboratory according to the working methods of my academic teacher, Professor Stock, under whose tutelage I took my doctor's degree. Do you want to know my field of activities?

Q.: Yes, but please make it short.

A.: Work with catalysts for the ammonia synthesis; precision analysis for gas mixtures; work on ferric carbides, wood-sugar and glasses penetrable by ultra-violet rays etc.. It was a most varied assortment of work. Then there was the comprehensive work carried out in cooperation with Reich Health Office (Reichsgesundheitsamt) on toxicology and hygiene in the ester transport service (published by Springer).

(page 2 of original)

Q.: I was just going to ask you whether you published a lot of things during that time?

A.: No, nothing at all. They were all internal reports with the exception of this one work published by Springer. I have a copy at home. Then I worked with the so-called Laboratory Commission, whose work it was to investigate the likelihood of accidents in the laboratory and plant, and to suggest safety measures for the protection of the workers. Furthermore: I conducted semi-technical experiments in the field of dry hydration of coal for propellants.

- 1 -

Also I took charge of work aiming at the protection of the Oppau/Ludwigshafen plant against catastrophes.

Q.: What kind of catastrophes had you in mind?

A.: Accidents caused by explosions etc., taking precautions against accidents in cooperation with the fire-brigade, Red Cross, and the City Police. Then round about 1934 I was selected, together with Dr. Eckell and others, to make myself familiar with the different plants at Oppau. I don't know who selected the people, but I assume that Professor Krauch made his selections at the suggestion of Dr. Grimm, chief of the laboratory.

Q.: Had you already met Professor Krauch at that time?

A.: I believe this transfer was preceded by a brief examination by Dr. Krauch, in the course of which he enquired about details of the various kinds of work (sketches of equipment; a great many of the officials did this). The younger people were occasionally summoned to him for interrogation.

Q.: What were your relations with Krauch at that time and in the ensuing period?

A.: During the whole time I worked with him my relations with Krauch were always of a purely official nature only. I had no personal contact with Krauch, also I never met Krauch in private. *1)

Q.: When were you transferred to Leuna?

(Foot-note: handwritten remarks):

*1: At that time,

(Page 3 of original)

A.: Towards the end of 1934 word came from Dr. Krauch that I was to come immediately to Leuna. I met him there at a conference with the Leuna staff of engineers and he ordered me to draft details for the extension of the German motor fuel production in cooperation with the Leuna people. I was told to have these ready for him in Berlin within the next few days. He then gave me instructions always to hold myself at his disposal in Berlin as technical collaborator.

Q.: When did you join the "Vermittlungsstelle W"?

A.: In the Oils Department of Herr Kraatz in Berlin there was a certain central agency for technical questions which may be considered the predecessor of the "Vermittlungsstelle W". It worked exclusively on oils, and had, on the one side, to establish and maintain the connections between Leuna and Ludwigshafen, and, on the other side, with the authorities who dealt with problems of motor fuel, i.e. the Reich Ministry of Economics,

the Army Ordnance Office which was set up, and Thomas' Office.

Q.: What were your duties in this "Vermittlungsstelle W"?

A.: The work grew as time went on and Professor Krauch was anxious to bring some kind of order into these unregulated and incidental connections, for every newly established agency in Berlin contacted chemists or plants of I.G. separately, so that considerable confusion arose.

Q.: In what year was this predecessor of the Vermittlungsstelle W formed?

A.: In 1934 or earlier; I joined it in the autumn of 1934. One of my first jobs was to examine in connection with the Braunkohle- & Benzin-A.G. (Lignite and Gasoline Corporation) the proposals submitted by inventors and firms to Brabag and which Krauch, who was a member of the Vorstand,

(page 4 of original)

had passed on to me.

Q.: What was your next job?

A.: Later on, when the work with the authorities was intensified, another I.G. representative, Dr. von Bruening, was brought in for Sparte (Division) II and I too was given an associate, Dr. Eckell.

Q.: You were chief of Sparte I?

A.: Yes. *1)

Q.: What were your duties?

A.: I had to supervise and to act as liaison man between the factories, the consultants and the individual agencies, Reich Ministry of Economics, Army Ordnance Office, and Thomas' Office, for all matters which concerned Sparte I.

Q.: When did you start to deal with questions of air raid protection?

A.: In connection with my work concerning the prevention of accidents and protection against catastrophes at Oppau and Ludwigshafen I naturally had to take joint action with the Red Cross, fire-brigade, police etc., and this brought me into the field of passive air defense. I was not ordered by the plant to do this work. I did it of my own accord because I was interested in it.

Q.: What were your motives?
(Foot-note: handwritten remarks):

*1: For the activities for Sparte I in "Vermittlungsstelle W".

- A.: My chief motive was the complete lack of protection in our country and the knowledge I had of the literature which described progress made in armaments abroad and the views prevailing there on warfare in the future. *1)
I sought the cooperation of experts, in particular Flury and Zerk in Wuerzburg. The knowledge gained by me in this field I set down in my book "Civilian Luftschutz, Aufbau und Schulung" (Civilian Air Raid Defense, Organization and Training), 1932, which was published jointly with the organizations existing at that time: Red Cross, Workers Samaritan Association (Arbeiter-Samariter-Bund), etc.. In accordance with the terms of my contract I had to submit my manuscript to the Works. I was allowed to publish it

(page 5 of original)

on the explicit understanding that the firm had nothing to do with it, and that it was a personal affair of mine.

- Q.: Was this condition laid down in the preface?

- A.: No, that had nothing to do with the I.G., I did not receive any special support from the Works.

- Q.: What was the attitude of the individual plants when you suggested practices to them?

- A.: Air raid precautions within the plant were taken for the first time, when the Reich Association of Industry (Reichsverband Industrie) made it obligatory to pay attention to questions of air raid protection. *2)
To my way of thinking at the time, very little interest was shown within the plant. Later on my associate, Dr. Pfundler, in his capacity as chief of air raid precautions, continued the work on air raid protection which I had begun. I think I can say that it was partly due to me that during the many heavy attacks which were made on the Ludwigshafen and Oppau plants - the staff numbered 30,000 employees and workers, of whom about 10,000 were foreigners - altogether only 120 were killed during the war. In his capacity as Plant Leader, Dr. Kriester expressed to me his special appreciation for my preliminary work in this connection. In 1936 I issued a second publication "The Physician and Air Raid Protection" (Arzt und Luftschutz) in my capacity as associate of a certain Dr. Berlot. These books were sent abroad in great numbers and publishers received letters from almost every country showing the interest they attracted. In its references to books the International Red Cross expressed its great appreciation on the material compiled. I did all this work alone and unaided, and I assume full responsibility for the publications.

(Foot-note: handwritten remarks):

*1: Compare with the well-known statute of the League of Nations.

*2: (Approximately at the beginning of 1934)

(Page 6 of original)

Q.: Please describe to me your further career?

A.: On 13 May 1936 I received a call from Professor Krauch to join the newly founded Raw Materials and Foreign Exchange Staff (Rohstoff- und Devisen-Stab), Section Research and Development, as technical associate, and I remained in this position until 1945 after the Raw Materials and Foreign Exchange Staff was superseded by the Office for German Raw Materials and Plastics and the Reich Office for Industrial Development. At the same time I have been since 1938 a technical associate of Professor Krauch in his position as Plenipotentiary General Chemistry. Throughout the whole of this activity I was paid only by the I.G. and the whole time I remained a member of the I.G. Ludwigshafen Plant. In 1941 I was appointed "Prokurist" simultaneously with Dr. Dickmann and Dr. Eckell.

Q.: What were your official duties on the Raw Materials and Foreign Exchange Staff?

A.: I prepared for Dr. Krauch the technical figures which he needed for his conferences with the Chemical Industry and official agencies in preparation for the building up of the German raw material basis. At first there were the import figures, specific consumption figures of the individual production processes, amounts of investments for industrial plants and so on. Later on I had to have the details ready in such a way that one could at any time clearly perceive what progress had been made with the buildings, when production could be expected to start, or the present production output in all fields dealt with by Dr. Krauch. For the rest I beg to refer to my affidavit of 3 September 1947 (NI- 10506).

Q.: Was I.G. always prepared to carry out planned schemes?

A.: If these matters referred to I.G.'s own field of activities, well yes.

Q.: Did I.G. approach the Office of their own accord with planned schemes? *1)

A.: *2

A.: (I have no inside information in this respect.)

(page 7 of original)

Q.: Were those chemical firms that were independent from the I.G. always prepared to carry out planned schemes?

A.: Yes, in most of the cases I came to know about.

(Foot-note: handwritten remarks):

*1: Yes, see page 7.

*2: Yes, if for instance in the course of development it became apparent that some auxiliary product or catalyst etc. had so far not been taken into consideration in the planning.

- Q.: Are you familiar with the attitude adopted by the Reich Ministry of Economics towards the Office of German Raw Materials and Plastics?
- A.: I only heard about controversies between Loeb, the chief of the Office, and Minister Schacht. We consultants at the lower level always tried to work together in an objective and reasonable way.
- Q.: Were you under the impression that officials of the Reich Ministry of Economics used to warn the Chemical Industry that was not affiliated to I.G., not to participate in the planned schemes of the Office?
- A.: I did not hear of it directly.
- Q.: And did you hear any rumours?
- A.: Dr. Baur, member of the Party and Department Chief in the Office made some remarks to me on several occasions which showed that the opinion was held outside the Office that I.G. was intent upon using its position within the Office to further its own interests.
- Q.: What was the attitude of the Reich Statistical Office towards your Office?
- A.: I know that in the beginning Loeb and Gismatis had great difficulties in obtaining material. Later on these things adjusted themselves and our consultants used to work smoothly with the experts there.
- Q.: Why did the Reich Statistical Office make difficulties?
- A.: It is possible that they had been told by the authority above them, the Reich Ministry of Economics, to withhold material. I had no inside knowledge; all that belonged to the domain of the Reich Ministry of Economics.

(page 8 of original)

- Q.: I take it that was the case. Was this reluctance shown only when dealing with Krauch's Department?
- A.: I myself never had any dealings with people from the Reich Statistical Office.
- Q.: Do you know of cases in which Krauch placed a construction scheme which I.G. was willing to carry through with a firm other than the I.G.?
- A.: I believe that more than once Krauch wished to bring in a firm other than the I.G. Actually, however, cases ^{*1} where another firm was called in, were few in number and did not mean much because in the majority of cases I.G. were the owners and sponsors of the processes.

(Foot-note: handwritten remarks):

*1: With the exception of the field of Mineral Oils and Nitrogen,

- Q.: Do you know how Krauch obtained his position on the Raw Materials and Foreign Exchange Staff?
- A.: No, I assumed that in his capacity as agent for synthetic gasoline in questions of raw materials, he had contacts with Schacht as well as with officials from the Reich Air Ministry, Hiln etc.. I don't know the details.
- Q.: What was the relation between Krauch's work in the Raw Materials and Foreign Exchange Staff and the Four Year Plan?
- A.: From the angle of organization I regarded the Four Year Plan as having as its purpose to concentrate and extend the work carried out by the various offices in the field of economic development and as affording a program for combatting unemployment.
- Q.: What was the purpose of the Four Year Plan?
- A.: It aimed at laying the foundations for our own supplies of raw materials in all those fields in which it was technically possible to make us independent of raw materials which could only be bought against foreign exchange.
- Q.: Looking back now, would you say that the Four Year Plan aimed at the industrial expansion in all sectors necessary for the carrying through of mobilization and for waging a war?
- A.: No, it went beyond that, but it did include those sectors as well.
- Q.: In what way did the three Wehrmacht Branches approach the Raw Materials and Foreign Exchange Staff

(Page 9 of original)

in order to secure the mobilization requirements?

- A.: Those matters were handled by Loeb and Czinatis. Here we had no insight into what actually happened.
- Q.: In which cases were you able to gain an inside knowledge?
- A.: Loeb and Czinatis did not give us any detailed figures as to consumption and demand. In the Mineral Oil Field we could only go by the aviation gasoline figures for drawing conclusions as to the mobilization requirements.
- Q.: Do you remember whether the Mineral Oil Plan within the scope of the Four Year Plan was adjusted to meet normal conditions as well as to cover requirements in the event of mobilization?
- A.: Yes, because aviation fuel production was planned on a large scale only for the case of mobilization by a switch-over from automobile fuel production.

(page 9 of original, cont'd)

Q: Did the industrial enterprises involved in this expansion program realize, that the expansion plans for industries important from the point of view of war and rearmament included mobilization requirements?

A: I think that goes without saying. *1)

Q: Was the letter written by Hitler to Goering, in which the aims of the Four Year Plan were elucidated, brought to your notice?

A: No.

Q: Were you present at a meeting held in the Preussenhaus in Berlin on 17 December 1936 when Goering made a speech in which he elucidated the aims of the Four Year Plan?

A: No.

Q: Did Krauch inform you of the contents of that speech?

A: No.

Q: Did anybody else tell you about the speech?

A: No, such matters concerned no one but the highest authority; we never had anything to do with them. *2)

Q: When was Krauch appointed head of the Research and Development Department?

(page 10 of original)

A: When the Raw Materials and Foreign Exchange Staff was set up, as far as I know, in May 1936.

Q: Did you ever attend a conference when Goering was there?

A: Yes.

Q: When?

A: Shortly after the outbreak of war, I was asked to accompany my superior, who had been ill, to a conference and to keep the documents on mineral oil production at hand.

Q: Did you ever attend a meeting before the outbreak of war?

A: No.

(Footnotes: MS:)

*1) at least in the case of mineral oils.

*2) unless some technical problems had arisen therefrom.

(page 10 of original, cont'd)

Q: Are you aware of the fact that Goering accelerated the expansion program in the Summer of 1938, on the eve of the invasion of Czechoslovakia?

A: Yes, the date of the Karinhall Plan is June 1938.

Q: What do you know about the origins of the Karinhall Plan or Ernauch Plan?

A: Just about that time, Professor Ernauch returned from a conference, presumably with Goering, and commissioned me to draw up an expansion program in accordance with the postulates of the plan which we knew.

Q: I asked you what you knew about the origins of the plan.

A: I know no details about its origins.

Q: To what extent did you assist in drawing up the Karinhall plan?

A: It was my duty, as before, to procure the technical documents, and to keep them clean and accurate.

Q: What was the target of the Karinhall plan?

A: I cannot remember the figures.

Q: I mean the purpose of the plan.

A: Considerable expansion of those chemical products which were considered essential from the point of view of war economy.

Q: Why?

(page 11 of original)

A: To supply the Wehrmacht.

Q: Do you know whether Ambros collaborated in working out the technical details of the plan?

A: What do you mean by technical details?

Q: Administrative work.

A: Well, that was our job, really, consultation with the technologists, expansion, requirements of raw materials etc.

Q: And Dr. Ambros assisted?

A: Buna products; the figures were given by Dr. Ambros.

Q: It was not only Buna.

A: That I do not know.

(page 11 of original, cont'd)

- Q: Did Ambrose take part in any other work in connexion with the Karinhall plan? Especially work of an administrative nature?
- A: I do not know; in my opinion that is a matter for the highest authority, of which we knew nothing.
- Q: Did the Krauch Office then proceed to draw up mobilisation plans for the chemical industry; i.e. plans which were concerned among other things with allocation systems and priority systems, with respect to labor and building materials?
- A: We had nothing to do with the distribution of the products and with the mobilisation preparations of the plants; it was merely an expansion program for the whole production, the working out of technical plans for building extension and new building. As far as the allocation of materials for the execution of the building projects suggested by Krauch, which had been approved and whose execution had been ordered by the management of the Four Year Plan, is concerned, the decision rested with Dr. Krauch himself from that time on.
- Q: Were you present at the conference with Goering on 14 October 1938?
- A: No, I never attended a conference. *1)
- Q: Were you informed of the points which were discussed at that conference?
- A: No.

(page 12 of original)

- Q: Are you familiar with the Krauch report of April 1939?
- A: Yes. (The report was produced and identified).
- Q: Why was this report made?
- A: Professor Krauch did not, as far as I can remember, tell us what its purpose was, but it is stated in the title that he intended to use it as a basis for a discussion with the general council.
- Q: To what an extent were you involved in the drawing up of this report?
- A: Together with the heads of the departments of the firm, I collated the documentary material. *2)

(Footnotes, MS:4)

- *1) apart from those mentioned above.
- *2) and analysed it.

(page 12 of original, cont'd)

Q: Did you edit the report or did Krauch do that ?

A: *1)

Q: Did Krauch not explain to you what was the purpose of the report when he commissioned you to collect the documents?

A: That I cannot remember at the moment. *3)

Q: Was it possible to carry out efficiently the preliminary work, in ignorance of the purpose of the report?

A: Now I come to think of it, looking through these documents, Dr. Krauch did especially ask us at the time to bear in mind the possibility of drawing upon South/Europe to meet our raw materials requirements. *3) Eastern

(Footnotes, MSr)

*1) A: You mean the wording of the compilation you read to me earlier on. I cannot remember having formulated it. It is possible that Krauch himself formulated such compilations at the time, seeing it was such an important matter. It is also possible that department chief Kirschner or department chief Baur formulated it, whom Krauch asked to report on military or political matters. I cannot remember whether Lieutenant Colonel Csizsatis, who was in close contact with the Wehrmacht, was still Chief of the Reichsamt in April 1939.

*2)/ May I have a look at the documents, please!

*3) Apart from that, we were to give a survey of the progress of work in all sectors of the Karinhall plan. On the gunpowder and explosives sector, we were asked to give a critical appreciation of the figures of the expansion program then in force, by comparing the figures of the Hindenburg program of the world war etc. with them.

(page 12 of original, cont'd)

- Q: What form was the proposed utilization of South Eastern Europe expected to take?
- A: That of a close economic connexion with Rumania, Hungary and Yugoslavia.
- Q: Did not such a connexion exist at the time?
- A: I can give you no information on that point.
- Q: Was it proposed to incorporate South Eastern Europe by force of arms?
- A: I never heard anything about that.
- Q: Did you get to know details of the discussion between Goering

(page 13 of original)

and Krauch on 30 June 1938?

A: No. *1)

Q: The peroration on page 51 of the report reads as follows:

"When the Generalfeldmarschall fixed the targets for the increase in production in the sectors outlined above on 30 June 1938, it seemed as though the political leaders themselves would have an opportunity of determining the time political revolutions in Europe should take and the proportions they should assume, without coming into conflict with a group of powers led by Britain. Since March of this year there can, however, be no doubt at all that that theory no longer holds good."

How do you interpret that passage?

- A: That is a difficult question for me to answer. - On 30 June the leaders still believed in the possibility of carrying out their plans - which, I do not know in detail - concerning collaboration with South Eastern Europe independently, without interference on the part of the Western powers - it is I suppose the Western Powers to whom reference is made above.
- Q: In that case, what does the last sentence mean:
"Since March of this year there can, however, be no doubt at all that that theory no longer holds good"?
- A: The idea apparently was that, Czechoslovakia having been incorporated, further economic expansion might lead to a political conflict with the Western Powers.
- Q: But that had already been brought about when Austria was occupied, so that Krauch cannot have been thinking of political conflict in that connexion. - Is that in your opinion the only possible interpretation, or is it not rather clear from the context that a military conflict was inevitable?
- (Footnote. MS:) *1) with the exception of the actual expansion on targets which we had been commissioned to fix.

(page 13 of original, cont'd)

- A: I do not think so. The passage deals with long term policies, as is shown also by the last paragraph on page 65, which counts on "an expansion, peaceful at first, of the economic area in the Balkans and in Spain".
- Q: What construction do you put upon the words, "at first", in this connexion?
- A: Well, so long as the political leaders would be in a position to avoid the armed conflict mentioned above.
- Q: Is it not obvious from the quotation from page 61 that Krauch considered military conflict inevitable?

(page 14 of original)

- A: I do not think so. All I know is that he felt at all times his responsibility to carry out, in a correct manner, everything which he had been commissioned to do with reference to chemical production for the event of mobilisation. *1)
- Q: The last sentence on page 65 runs as follows:
- "Unless these ideas are put into practice as quickly as possible, untold sacrifices in the next war will not spare us from disaster, which we shall have brought upon ourselves by lack of foresight and determination".
- How do you interpret that sentence?
- A: It emphasises in my opinion the sense of responsibility which Krauch possessed with respect to questions of war economy, so that he could say that he had not as far as he was concerned, left anything undone, should things come to such a pass that the State considered armed conflict inevitable.
- Q: Don't you think that the sentence gives expression to the view that Krauch definitely counted on war ("in the next war") and that he expected war to break out almost immediately ("as quickly as possible")?

(Footnote. MS:)

- *1) In view of the fact that military economy formed the subject of this report, it was in my opinion inevitable that the possibility of war should be made the basis of discussion, as was I suppose the habit in the case of investigations on military matters made by the General Staff.

(Page 14 of original cont'd)

- A: No. That construction can be put upon the passage *1), but Dr. Krauch never mentioned in my presence that he expected war to break out at any particular date. *2)
- Q: Did he count on the outbreak of war?
- A: That I do not know. All I know is that I found him on the day after the outbreak of war extremely upset and in a solemn mood (he was ill at the time) so that there was nothing which could have given me the impression that he knew the date beforehand.
- Q: You said that the closing sentence could be held to mean that Krauch expected war to break out in April 1939. Don't you think that that is as a matter of fact the only interpretation possible, in view of the fact that Krauch mentions on page 61 of the report Hitler's determination not to allow the military encirclement of Germany to continue unimpeded, that Krauch further speaks, in peacetime, of the avowed policy of encirclement pursued by the "opponents", and of the novel situation thus created, that he argues in favour of "expansion, peaceful at first", and finally speaks of "the untold sacrifices" of the "next war"?

(Page 15 of original)

- A: It can be explained *3) by the theory that Krauch, because of his greater familiarity with conditions, realised, I suppose, that a military conflict was inevitable.
- Q: I asked: is it not the only interpretation possible?
- A: No. Not for us, being completely absorbed in the job we were doing, unfamiliar as we were with the minutiae of the political situation. But I must admit that a historian of today is justified in maintaining that Krauch knew *4) that war was inevitable.

(Footnotes. 123:)

- *1) by you as representative of the Prosecution
- *2) The words "as quickly as possible" cannot be held to refer to a war about to break out in a matter of months. The Karinhall plan was a long term plan, the effects of which would not make themselves felt for years. The first allocations of iron for the mineral oil program were only made (II and III quarter of 1939) when the report was being written.
- *3) by you now
- *4) assumed in the report

(Page 15 of original cont'd)

Q: A German war of aggression?

A: No. There was always a possibility that an opponent might counter German plans by going over to the attack; Russia might for example have countered the economic penetration of South Eastern Europe with armed resistance.

Q: I think that will be enough for today. Thank you.

CERTIFICATE OF TRANSLATION

13 April 1946

We, Victoria ORTON, ETO # 20129,

Leonard J. LAWRENCE, ETO # 20138,

hereby certify that we are duly appointed translators for the German and English languages and that the above is a true and correct translation of document No. NI - 14701.

Victoria ORTON
ETO # 20129
pages 1 - 7

Leonard J. LAWRENCE
ETO # 20138
pages 8 - 15

Excerpts from the

Thomas
Diary

VI/ IV 5.19

Foundations

for a

History of the German Military & Armament Economy

Page 88:

IX.

Regulations for the Preparation of Economic Mobilization

In the world war 1914-18 economic mobilization, as far as it took place at all, was completely improvised. In the main it developed gradually of its own accord as a result of the demands which were made on economy. No provisions had been worked out in advance for economic mobilization. These provisions and regulations which still remained over from the world war were not fit for use in a future war. Therefore, in order to prepare for economic mobilization, it was necessary to create an entirely new set of rules out of the void, which should contain the necessary provisions for the preparation and carrying-out of the mobilization.

The officers of the economic staff, to whom this task was entrusted, found themselves faced with an entirely new field of work for which there were no precedents or experiences on hand, so that they were compelled to compile this comprehensive work by creative toil from the own proceeds of their thought. If one reflects that neither the leading fundamental ideas nor any other foundations existed, the fact that this great book of regulations, which formed the basis of military preparations for the

Page 89:

new world war, was created within the space of one year, implies an extraordinary achievement. Unfortunately in view of the lack of interest in such a field of work in the highest offices this achievement never met with the recognition it deserved. The officers in charge, major Warlimont, major Bontler, major Mueller, major Becht and their collaborators created through their work a book which was the first of its kind and which was a prototype for all friendly states. They won for themselves thereby great historical merit.

The book of regulations for the preparation of economic mobilization was composed in three big sections.

The first section comprised the setting-up of a military economy order (WeWiO: Wehrwirtschaftsordnung),
the second, the drawing-up of a mobilization plan for munitions (Mob. Pl Rne: Mobilisierungsplan Ruestung)
and the third the working out of the provisions for the

manufacturing plan (F.P.: Fortigungsplan).

.....

Page 119:

XIII.

The Ascertaining of the Military Economic Strength
of Foreign States.

Just as the mobilization and military preparations of the armed forces are based to a large extent on the knowledge of the defensive strength in personnel and material of probable opponents and supposed allies, in a similar way the knowledge of the military economic strength of foreign states also, belongs to a military economic mobilization.

.....

Page 120:

.....

By the beginning of the war the economic staff was able to build up a personal apparatus of experts, so that in the war the foreign department of the economic staff or of the Economic Armament Office proved to be an excellent organ of information not only for the armed forces but also for other Reich authorities and for economy.

The second task was to create the requisite channels for the transmission of information and news so that the necessary military economic material could be gathered together from the countries concerned. This was particularly difficult as in different countries, for example Italy, the Fuehrer had given orders that no investigations were to be carried out to determine means of defense. The main sources for the activities of the foreign department of the economic staff were:

1.
2.
3.
4.
5.
6.
7.
8.
9.
10.
11.
12. Tours of investigation of appropriate eminent people abroad (Colonel THOMAS' trip to Russia, the trip made by Major Matsky and Dr. Riemann to England, and by Lieutenant colonel Werlimont to USA etc.).
13. The possibilities for investigation in the states concerned varied considerably, in France they were possible on a comparatively large scale, but in Russia they were extraordinarily limited. In view of the establishment of a program for the fleet investigations were not allowed in England at the beginning, nor in Italy; it was not until 1938 that permission was given.

-2-
TRANSLATION OF EXCERPTS OF DOCUMENT No. PS-2353
Cont'd

Page 122:

In the USA the then German Military attaché prevented any comprehensive investigations, as he was afraid that they might disturb his good relations with the USA.

CERTIFICATE

I, Yvonne A. SCHWAB, ETO #20108, hereby certify that the above is a true and correct copy of excerpts from the "THOMAS DIARY, W1/IF5.19, Foundations for a History of the German Military and Armament Economy".

Yvonne A. SCHWAB,
ETO #20108.

CERTIFICATE OF TRANSLATION

I, Dorothy PLUMMER, USFET #482, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. PS-2353

Dorothy PLUMMER,
USFET #482.

B E D

Casebach
sup' n
TOP SECRET

DOCUMENT NO. L-79

Exh # 2303

OFFICE OF CHIEF OF COUNSEL
FOR THE CHANCELLER

To be transmitted by officer only

Minutes
of a Conference on 23 May 39

Place: The Fuhrer's Study, New Reich Chancellery.

Attendant on duty: Lt-Col. (G.S.) Schmidt.

Present: The Fuhrer, Field-Marshal Goring, Grand-Admiral Raeder,

Col-Gen. von Brauchitsch, Col-Gen. Keitel, Col-Gen.
Milek, Gen. (of Artillery) Halder, Gen. Bodenschatz,
Rear-Adm. Schniewindt, Col.(G.S.) Jeschonnek, Col.
(G.S.) Harlimont, Lt.-Col. (G.S.) Schmidt, Capt. Engel
(Army), Lieut-Comd. Albrecht, Capt. v. Helldorf (Army)

Subject: Indoctrination on the political situation and future aims.

(page 2)

The Fuhrer defined as the purpose of the conference:

- 1) Analysis of the situation.
- 2) Definition of the tasks for the Armed Forces arising from that situation.
- 3) Exposition of the consequences of these tasks.
- 4) Ensuring the secrecy of all decisions and work resulting from these consequences.

Secrecy is the first essential for success.

The Fuhrer's observations are given in systematised form below.

Our present situation must be considered from two points of view:

- 1) The actual development of events between 1933 and 1939;
- 2) The permanent and unchanging situation in which Germany lives.

In the period 1933 - 1939, progress was made in all fields. Our situation improved enormously.

Our situation with regard to the rest of the world has remained the same.

Germany had dropped from the circle of Great Powers. The balance of power had been effected without the participation of Germany.

This equilibrium is disturbed when Germany's demands for the necessities of life make themselves felt, and Germany re-emerges as a Great Power. All demands are regarded as 'Encroachments'. The English are more afraid of dangers in the economic sphere than of the simple threat of force. (p.3)

A mass of 80 million people has solved the ideological problems. So, too, must the economic problems be solved. No German can evade the creation of the necessary economic conditions for this. The solution of the problems demands courage. The principle, by which one evades solving the problem by adapting oneself to circumstances is inadmissible. Circumstances must rather be adapted to aims. This is impossible without invasion of foreign states or attacks upon foreign property.

Living space, in proportion to the magnitude of the state, is the basis of all power. One may refuse for a time to face the problem, but finally it is solved one way or the other. The choice is between advancement or decline. In 15 or 20 years' time we shall be compelled to find a solution. No German statesman can evade the question longer than that.

We are at present in a state of patriotic fervour, which is shared by two other nations: Italy and Japan.

The period which lies behind us has indeed been put to good use. All measures have been taken in the correct sequence and in harmony with our aims.

After 6 years, the situation is today as follows: (p.4)

The national-political unity of the Germans has been achieved, apart from minor exceptions. Further successes cannot be attained without the shedding of blood.

The demarcation of frontiers is of military importance.

The Poles is no "supplementary enemy". Poland will always be on the side of our adversaries. In spite of treaties of friendship, Poland has always had the secret intention of exploiting every opportunity to do us harm.

Danzig is not the subject of the dispute at all. It is a question of expanding our living space in the East and of securing our food supplies, of the settlement of the Baltic problem. Food supplies can be expected only from thinly populated areas. Over and above the natural fertility, thoroughgoing German exploitation will enormously increase the surplus.

There is no other possibility for Europe.

Colonies: Bayers of gifts of colonial territory. This does not solve the food problem. Remember a blockade.

If fate brings us into conflict with the West, the possession of extensive areas in the East will be advantageous. We shall be able to rely upon record harvests, even less in time of war than in peace.

The population of non-German areas will perform no military service, and will be available as a source of labour. (p.5)

The Polish problem is inseparable from conflict with the West.

Poland's internal power of resistance to Bolshevism is doubtful. Thus Poland is of doubtful value as a barrier against Russia.

-2a-

It is questionable whether military success in the west can be achieved by a quick decision, questionable too is the attitude of Poland.

The Polish government will not resist pressure from Russia. Poland sees danger in a German victory in the West, and will attempt to rob us of the victory.

There is therefore no question of sparing Poland, and we are left with

-3-

the decision:

To attack Poland at the first suitable opportunity.

We cannot expect a repetition of the Czech affair. There will be war. Our task is to isolate Poland. The success of the isolation will be decisive.

Therefore, the Fuhrer must reserve the right to give the final order to attack. There must be no simultaneous conflict with the Western Powers (France and England).

If it is not certain that a German-Polish conflict will not lead to war in the East, then the right must be primarily against England and France. (p 6)

Fundamentally therefore, Conflict with Poland - beginning with an attack on Poland - will only be successful if the Western Powers keep out of it. If this is impossible, then it will be better to attack in the East and to settle Poland at the same time.

The isolation of Poland is a matter of skillful politics.

Japan is a weighty problem. Even if at first for various reasons her collaboration with us appears to be somewhat cool and restricted, it is nevertheless in Japan's own interest to take the initiative in attacking Russia in good time.

Economic relations with Russia are possible only if political relations have improved. A cautious trend is apparent in Press comment. It is not impossible that Russia will show herself to be disinterested in the destruction of Poland. Should Russia take steps to oppose us, our relations with Japan may become closer.

If there were an alliance of France, England and Russia against Germany, Italy and Japan, I could be constrained to attack England and France with a few annihilating blows. (p 7) The Fuhrer doubts the possibility of a peaceful settlement with England. We must prepare ourselves for the conflict. England sees in our development the foundation of a hegemony which would weaken England. England is therefore our enemy, and the conflict with England will be a life-and-death struggle.

Will this struggle be like?

England cannot deal with Germany and subjugate us with a few powerful blows. It is imperative for England that the war should be brought as near to the Ruhr basin as possible. French blood will not be spared (East Wall). The possession of the Ruhr basin will determine the duration of our resistance.

The Dutch and Belgian air bases must be occupied by armed force. Declarations of neutrality must be ignored. If England and France intend the war between Germany and Poland to lead to a conflict, they will support Holland and Belgium in their neutrality and make them build fortifications, in order finally to force them into cooperation.

Albeit under protest, Belgium and Holland will yield to pressure. (p 8)

Therefore, if England intends to intervene in the Polish war, we must occupy Holland with lightning speed. We must aim at securing a new defense line on Dutch soil up to the Zuider Zee.

-3-

The war with England and France will be a life-and-death struggle.

The idea that we can get off cheaply is dangerous; there is no such possibility. We must burn our boats, and it is no longer a question of justice or injustice, but of life or death for 80 million beings.

Question: Short or long war?

Every country's armed forces or government must aim at a short war. The government, however, must also be prepared for a war of 10-15 years' duration.

History has always shown that the people have believed that wars would be short. In 1914, the opinion still prevailed that it was impossible to finance long war. Even today this idea still persists in many minds. But on the contrary, every state will hold out as long as possible, unless it immediately suffers some grave weakening (e.g. Ruhr basin). England has similar weaknesses.

England knows that to lose a war will mean the end of her world power. (P.

England is the driving force against Germany.

(Literally: England is the motor driving against Germany). Her strength lies in the following:

1. The British themselves are proud, courageous, tenacious, firm in resistance and gifted as organisers. They know how to exploit every new development. They have the love of adventure and bravery of the Nordic race. Quality is lowered by dispersal. The German average is higher.
2. World power in itself. It has been constant for 300 years. Extended by the acquisition of allies. This power is not merely something concrete, but must also be considered as a psychological force embracing the entire world. Add to this immeasurable wealth, with consequential financial credit.
3. Geopolitical safety and protection by strong sea power and a courageous air force.

England's weakness:

If in the World War I we had had two battleships and two cruisers more, and if the battle of Jutland had begun in the morning, the British fleet would have been defeated and England brought to her knees. It would have meant the end of this War. (p 10). It was formerly not sufficient to defeat the fleet; landings had to be made in order to defeat England. England could provide her own food supplies. Today that is no longer possible.

... Since England's food supply routes are cut, she is forced to ...
... to. The import of food and oil depends on the fleet's protection.

If the German Air Force attacks British territory, England will not be forced to capitulate in one day. But if the fleet is destroyed, immediate capitulation will be the result.

There is no doubt that a surprise attack can lead to a quick decision. It would be criminal, however, for the government to rely entirely on the element of surprise.

Experience has shown that surprise may be nullified by:-

1. Disclosure outside the limit of the military circles concerned;
2. More chance, which may cause the collapse of the whole enterprise;
3. Human failings;
4. Weather conditions.

-5-

The final date for striking must be fixed well in advance. Beyond that time the tension cannot be endured for long. (p 11)
It must be borne in mind that weather conditions can render any surprise intervention by Navy and Air Force impossible.

This must be regarded as a most unfavourable basis of action.

1. An effort must be made to deal the enemy a significant or the final decisive blow. Considerations of right and wrong, or treaties, do not enter into the matter.
This will only be possible if we are not involved in a war with England on account of Poland.
2. In addition to the surprise attack, preparations for a long war must be made, while opportunities on the Continent for England are eliminated.

The army will have to hold positions essential to the Navy and Air Force. If Holland and Belgium are successfully occupied and held, and if France is also defeated, the fundamental conditions for a successful war against England will have been secured.

England can then be blockaded from Western France at close quarters by the Air Force, while the Navy with its submarines can extend the range of the blockade.

(page 12)

Consequences:

England will not be able to fight on the Continent;
Daily attacks by the Air Force and Navy will cut all her life-lines;
Time will not be on England's side;
Germany will not bleed to death on land.

Such strategy has been shown to be necessary by World War I and subsequent military operations. World War I is responsible for the following strategic considerations which are imperative:-

1. With a more powerful Navy at the outbreak of the War, or a wheeling movement by the Army towards the Channel ports, the end would have been different.
2. A country cannot be brought to defeat by an Air Force. It is possible to attack all objectives simultaneously and the lapse of a few minutes would evoke defensive counter-measures.
3. The unrestricted use of all resources is essential.
4. Once the army, in cooperation with the Air Force and Navy, has taken the most important positions, industrial production will cease to flow into the bottomless pit of the Army's battles and can be diverted to benefit the Air Force and Navy. (p 13)

The Army must therefore be capable of taking these positions. Systematic preparation must be made for the attack.

Study to this end is of the utmost importance.

The aim will always be to force England to her knees.

A weapon will only be of decisive importance in winning battles, so long as the enemy does not possess it.

-5-

-6-

This applies to gas, submarines and the Air Force. It would be true of the latter for instance, as long as the English Fleet had no available counter-measures; it will no longer be the case in 1940 and 1941. Against Poland, for example, tanks will be effective, as the Polish Army possesses no counter-measures.

Where straight forward pressure is no longer considered to be decisive, its place must be taken by the elements of surprise and by masterly handling.

This is the plan of attack.

The plan demands:-

(page 14)

1. A correct estimate of weapons and their effectiveness:-
e.g. (a) Battleship or aircraft carrier; which is the more effective ? individually or considered as a whole ?
The aircraft carrier is the better protection for a convoy.
(b) Is air attack more important on a factory than on a battleship ? Where are bottle-necks in production located ?
2. Immediate preparedness on the part of the Army.
The Army must move straight from its peace stations to overrun neighbouring states. (literally; Neighbouring states must be overrun direct from barracks).
3. A study of the enemy's weak points.

These studies must not be left to the General Staffs. Secrecy would no longer be guaranteed.

The Führer has therefore decided to order the formation of a small planning staff at OKW. It will include representatives of the three services, and, as and when necessary will call upon the services of the three Commanders in Chief or Chiefs of Staff.

This Staff will keep the Führer informed and report to him.

(page 15)

The planning staff is responsible for the planning of operations on the highest level, and of the technical preparations and organizations necessarily required by the decision taken.

The purpose of certain regulations concerns no-one outside the staff.

However great are the increases in the armaments of our adversaries, they must, at some time, come to the end of their resources, and ours will be greater. Even recruiting - 120,000 men in each age class.

We shall not be forced into a war, but we shall not be able to avoid one.

Secrecy is the decisive requirement for success. Our object must be kept secret even from Italy or Japan. The break-through through the Maginot line is still a possibility for Italy, and must be studied. The Führer considers that such a break-through is possible.

The close combination of the services, for the study of the problem in its entirety, is important.

-6-

The objects:

1. Study of the problem in its entirety.
2. Study of the procedure.
3. Study of the necessary requirements.
4. Study of the necessary training.

The staff must include men with great imaginative power and the best technical knowledge, as well as officers of sober and sceptical judgment.

Working principles:

1. No-one must be admitted who is not concerned.
2. No-one may know more than it is necessary for him to know.
3. Then must the person concerned know, at least? No-one may know of a matter earlier than is necessary for him to know of it.

At the request of Field Marshal Goring, the Fuhrer decrees that:

- a) The various services shall decide what construction is to be undertaken.
- b) There shall be no alterations in the shipbuilding programme.
- c) The armaments programmes are to be postponed to 1943 or 1944.

Certified correct record
(Sgd) Schmidt, Lt. Col.

Exh 24304

Geheimrat Dr. Schmitz

for the favor of perusal. I have not yet
informed Geheimrat Bosch and Direktor Mann.

Faithfully,

(signed): Hoyer.

3 May 1938.

(page 2 of original)

The
German Pharmacists Association
The chief Reich pharmacist

I/F/1

Berlin W 15,
Kurfuerstendamm 211
Ecke Uhlandstrasse
30 April 1938.

To the

Management of I.G. Farben-Industrie,

F r a n k f u r t a. M a i n
G r u e n b u r g - P l a t z .

On making inquiries as to what firms in
the pharmaceutical industry can count as 100%
Aryan, I discovered that the Aufsichtsrat of
I.G. Farbenindustrie still has some Jewish
members.

A discussion with Consul General Mann
produced the happy result that steps were taken
by you to change your Aufsichtsrat. It was with
special satisfaction that I learned through a
telephone call from Consul General Mann that
the Jewish members of your Aufsichtsrat have given
up their office. I shall not fail to inform my
staff of the fact.

*(handwritten note):
this was the case anyway
(Initial) HSch ? (Schmitz)?

Heil Hitler!
German Pharmacists Association.

(Signature): illegible
Chief Reich Pharmacist.

(Initials): H.

TRANSLATION OF DOCUMENT NO. NI-14036
CONT'D.

CERTIFICATE OF TRANSLATION.

I, DOROTHY E. PLUMMER, USFET 482, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document No. NI - 14036.

16 March 1948

DOROTHY E. PLUMMER
USFET 482.

(- 2 -
E N D)

(E N D)

ADOLF HITLER FUND OF THE GERMAN ECONOMY

INDUSTRIAL COMMITTEE

Berlin W 35, Tirpitzufer 55.

To
Geheimrat Schmitz
I.G. Farbenindustrie
Frankfurt/Main. ---

Bank Account: Deutsche Bank & Disconto
Gesellschaft, Deposits Department E M
Berlin W 62, Kleiststr. 22.
Account Industrial Committee of the
Adolf Hitler Fund of the German
Economy.

Postal Checking Account: Berlin 168 100/
Industrial Committee of the Adolf
Hitler Fund of the German Economy

Telephone: El Kurfuerst 3814 3815

Your Ref.

Your Letter of:

Our Refs.

Date:

I/Se

18 March 1937.

(Trans. Note: Handwritten:
Answered 3 April 1937)

Re: Industrial Committee.

Dear Herr Geheimrat,

As one of the members of the Industrial Committee of the Adolf Hitler Fund of the German Economy has left, I am writing to ask you to take over the position of representative in the Industrial Committee of the Adolf Hitler Fund of the German Economy.

In connection with this I am taking the liberty of inviting you to a discussion of the Industrial Committee of the Adolf Hitler Fund of the German Economy on

Monday 26 April 1937, 0930

in the Bismarck Room of the Reich Group Industry, Berlin W 35,
Tirpitzufer 55.

I would be grateful if you would inform me whether you will be taking part in the conference.

With the German Salute:

(Signature) Dr. KOETTGEN.

(Page 3 of original)

26 April 1937

NOTE

Geheimrat Dr. Schmitz took part in today's meeting of the Industrial Committee of the Adolf Hitler Fund of the German Economy, at which Dr. Koettgen, Dr. Krupp von Bohlen and G. Dierig were also present; Dr. Poenagen and Dr. Brandt were absent.

Following on the above discussion a meeting of the board of trustees took place, to which Dr. Krupp von Bohlen invited Geheimrat Schmitz.

TRANSLATION OF DOCUMENT NO. NL-14034
Cont'd

The discussion mainly dealt with the question of maintaining the present rate of donations of 0.3%; it was decided to continue at this rate. On this occasion Geheimrat Schmitz found out that this rate is not a standard one, but that there are groups which pay 0.3% and other which pay 0.5%. Confidential statements were made about the amount and payment of these sums.

(Page 3 of original)

Adolf Hitler Fund of the German Economy

Meetings of the Industrial Committee.

| Date | Place | Presence: |
|---------------|------------------------|--------------------|
| 26 April 1937 | Berlin Tirpitzufer 56. | Took part |
| 30 March 1938 | " " " | Did not take part |
| 27 March 1939 | " " " | Took part |
| 26 April 1940 | " " " | Did not take part. |

CERTIFICATE OF TRANSLATION

I, DOROTHEA L. GALEWSKI, ETO NO. 34079, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. NL-14034.

DOROTHEA L. GALEWSKI
ETO NO. 34079

END

Case 6
sup. 16

Exh. # 2306

The Archive

Work of reference
for Politics - Economy - Culture

Edited by

Alfred-Ingemar Berndt

Ministerialrat

Deputy Chief of Press of the Reich Government

Compiled by

Ernst Jäenicke

Section Leader of the Gau Press

of the Gau Berlin of the

National Socialist German Workers' Party

Publishers Otto Stollberg

Berlin W9

No. 48 Edition for the
month of January 1938
Date of publication: 28 Feb 1938

"The NSDAP has no objection to the publication of this magazine."

The President of the Party
Examining Committee.
Berlin, 31 January 1938.

Excerpt from page 1284

Setting-up of a Military Economic Council (Wehrwirtschaftsrat)

Ministrypräsident Lieutenant General Goering, in his capacity as Reich Minister of Economy, has created a Military Economic Council (Wehrwirtschaftsrat), which is to be set up in the National Economic Chamber (Reichswirtschaftskammer). Members of the Military Economic Council will be appointed from amongst outstanding personalities who have rendered special services to German economy. Will at the same time be appointed leaders of the war economy system (Wehrwirtschaftsfuehrer).
-cf. Wa. P 1153 (Vol. 45).

Those appointed as leaders of the war economy system shall apply all their energy on the Military Economic Council to the strengthening of German economy, in order so to ensure that the latter can do justice to all the demands which will have to be made on it for the safeguarding of the German people.

CERTIFICATE

I, Otto HEILBRUNN, ETO #30140, hereby certify that the above is a true and correct copy of excerpts from "THE ARCHIVE", a Work of Reference for Politics-Economy-Culture, edited by Alfred Ingemar Berndt, Ministerialrat, deputy chief of press of the Reich Government, publishers Otto Stollberg/Berlin W9.

Otto HEILBRUNN,
ETO #30140

CERTIFICATE OF TRANSLATION

I, DOROTHY PLUMMER, USFET 482, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. NI-15070.

Dorothy PLUMMER,
USFET #482.

E N D

Exh # 2307

Compilation
of 4 quarterly turnover-statistics
in RM for the year 1938
of I.G. Farbenindustrie Aktiengesellschaft
Central-Bookkeeping

Technical Nitrogene.

| | Germany (incl. Danzig.) | Exports. | Total (per quarter) |
|----------------------------|----------------------------|------------|------------------------|
| 1st Quarter | 7,915,872 | 11,001,422 | 18,917,294 |
| 2nd Quarter | 7,794,149 | 9,708,886 | 17,503,035 |
| 3rd Quarter | 7,752,978 | 10,344,817 | 18,097,795 |
| 4th Quarter | 8,218,889 | 13,225,419 | 21,444,308 |
| ----- | ----- | ----- | ----- |
| Total for the year 1938 | 31,681,888 | 44,280,544 | 75,962,432 |
| | ===== | ===== | ===== |

Total (without Nitrogene-Fertilizer)

| | Germany (incl. Danzig.) | Exports. | Total (per quarter) |
|----------------------------|----------------------------|-------------|------------------------|
| 1st Quarter | 99,311,474 | 145,286,527 | 244,598,001 |
| 2nd Quarter | 96,314,503 | 146,119,844 | 242,434,347 |
| 3rd Quarter | 104,375,384 | 146,314,968 | 249,490,352 |
| 4th Quarter | 116,374,285 | 169,378,763 | 285,753,048 |
| ----- | ----- | ----- | ----- |
| Total for the year 1938 | 416,375,746 | 606,600,102 | 1,022,975,848 |
| | ===== | ===== | ===== |

Certification

I, YVONNE A. SCHWARTZ, ETO NO. 20108, hereby certify that the above is a
true and correct compilation of excerpts from 4 quarterly turnover-
statistics in RM for the year 1938, of I.G. Farbenindustrie Aktien-
gesellschaft, Central-Bookkeeping.

Munich, 15 February 1948

YVONNE A. SCHWARTZ
ETO NO. 20108

CERTIFICATE OF TRANSLATION

I, VICKIE A. SCHWARTZ, ETO NO. 20108, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. NL-14236.

VICKIE A. SCHWARTZ
ETO NO. 20108

END

Handwritten: *Handwritten initials and "off" in a circle*

TRANSLATION OF DOCUMENT No. NI-14233
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

EX #2308

I. G. FARBEINDUSTRIE AKTIENGESellschaft, FRANKFURT (MAIN) 30

Our Reference
Central Bookkeeping
Department
C/Dr.

Date
31 Mai 1940

| | |
|-----------------------------------|----------------------|
| Herrn Geheimrat Dr. Schnitz, | Berlin NW.7 |
| Herrn Direktor Dr. Gajewski, | Wolken-Film |
| Herrn Professor Dr. Hoerlein, | Wuppertal-Elberfeld |
| Herrn Direktor Dr. von Knieriem, | Indwigshafen |
| Herrn Professor Dr. Kramoh, | |
| Herrn Direktor Dr. ter Meer, | Ffn. Grunenburgplatz |
| Herrn Direktor Dr. Schneider, | Leuna-Werke |
| Herrn Direktor Dr. von Schatzler, | Ffn. Grunenburgplatz |

also

| | |
|-------------------------------|-----------------------|
| Herrn Direktor W.R. Mann, | Leverkusen |
| Herrn Direktor W. Otto, | Berlin SO.36 |
| Herrn Direktor Weber-Andreas, | Ffn. Grunenburgplatz. |

Re: Statistics for total turnovers.
Turnovers for branches in 1939.

Enclosed we are forwarding a book with statistical material as well as plans of the turnovers for the different branches in 1939 and subdivided into the 3 main groups. This will be for your own personal use and will be kept by you. The annual turnovers for 1939 of the affiliated corporations (Anschlussgesellschaften) of I.G. are enclosed in a special note book.

With German greetings
I.G. Farbenindustrie Aktiengesellschaft
signed: Doncker ppa. Münch

1 copy to Central Finance Administration
Enclosure.
Registered.

(initial) C

Remark: Extracts from above mentioned book are listed below.)

Total Branch-turnover of the Sparte II in the year 1939 in RM with comparison of the years 1938-1935.

| <u>Sparte II</u> | 1939 | 1938 | 1937 | 1936 | 1935 |
|------------------|-------------|-------------|-------------|-------------|-------------|
| <u>Dyes</u> | | | | | |
| Gross-receipt | 324 326 919 | 300 273 422 | 327 403 049 | 298 226 350 | 294 556 878 |
| net-receipt | 233 199 383 | 207 640 343 | 224 905 145 | 205 445 696 | 195 354 835 |

Percentage of total

| | 1939 | 1938 | 1937 | 1936 | 1935 |
|---------------|------|------|------|------|------|
| Gross-receipt | 15,6 | 17,4 | 20,7 | 22,1 | 25,2 |
| Net-receipt | 13,4 | 15,0 | 17,7 | 19,7 | 22,6 |

Increase and decrease of 1939, by amount and by percentage as against:

| | 1938 | % | 1937 | % | 1936 | % | 1935 | % |
|---------------|------------|------|-----------|-----|------------|------|------------|------|
| Gross-receipt | 24 053 497 | 7,4 | 3 076 130 | 1,0 | 26 100 569 | 6,1 | 29 768 041 | 9,2 |
| Net-receipt | 25 359 040 | 10,9 | 8 294 238 | 3,6 | 27 753 467 | 11,9 | 37 844 546 | 16,2 |

(page 3 of the original)

Gross-receipts in billions RM
divided into Germany and abroad and sub-
divided into the rest of Europe and over-seas.

| | <u>1939</u> | <u>1938</u> | <u>1937</u> | <u>1936</u> | <u>1935</u> |
|-----------------------|-------------|-------------|-------------|-------------|-------------|
| <u>Total-turnover</u> | | | | | |
| Germany: | 1.683,2 | 1.333,6 | 1.139,7 | 947,1 | 715,0 |
| Rest of Europe : | 259,8 | 214,0 | 240,7 | 235,5 | 228,4 |
| Over-seas : | 169,2 | 182,3 | 206,5 | 167,9 | 178,4 |
| Abroad: | 428,0 | 396,3 | 447,2 | 403,4 | 406,8 |

(page 4 of the original)

General picture of the development
of the gross-receipts and the net-receipts
of Sparte II

| <u>Year</u> | <u>Gross-Receipts</u> | <u>Net-Receipts</u> | <u>Net-Receipts expressed in percentage of the gross-receipts</u> |
|-------------|-----------------------|---------------------|---|
| 1926 | 541 611 496 | 389 116 586 | 71,8 |
| 1927 | 675 907 357 | 484 210 783 | 71,6 |
| 1928 | 751 453 207 | 533 237 285 | 71,0 |
| 1929 | 764 723 655 | 537 339 258 | 70,3 |
| 1930 | 686 091 120 | 457 024 495 | 66,6 |
| 1931 | 636 109 823 | 419 067 038 | 65,9 |
| 1932 | 550 517 843 | 367 449 849 | 66,7 |
| 1933 | 585 552 990 | 398 158 993 | 68,0 |
| 1934 | 633 472 540 | 430 038 120 | 67,9 |
| 1935 | 708 191 420 | 500 936 403 | 70,9 |
| 1936 | 785 951 245 | 568 560 341 | 72,3 |

 TRANSLATION OF DOCUMENT No. NI-14233
 Cont'd

| <u>Year</u> | <u>Gross-Receipts</u> | <u>Net-Receipts</u> | <u>Net-Receipts expressed in percentage of the gross receipts</u> |
|-------------|-----------------------|---------------------|---|
| 1937 | 926 476 465 | 676 221 250 | 73.0 |
| 1938 | 983 854 199 | 723 936 458 | 73.5 |
| 1939 | 1 216 347 671 | 940 607 969 | 77.4 |

C e r t i f i c a t e

I, Yvonne A. Schwarz, ETO #20108, hereby certify that page 1 of this document is a true and correct copy of the cover-letter of the book "Total-Statistic, Branch-turnover in the year 1939, of I.G. Farbenindustrie Aktiengesellschaft, Central-bookkeeping", and that the following pages of this document are true and correct excerpts from above mentioned book.

Munich, 16 February 1948

(Signature): Yvonne A. SCHWARZ,
 ETO #20108

C E R T I F I C A T E O F T R A N S L A T I O N

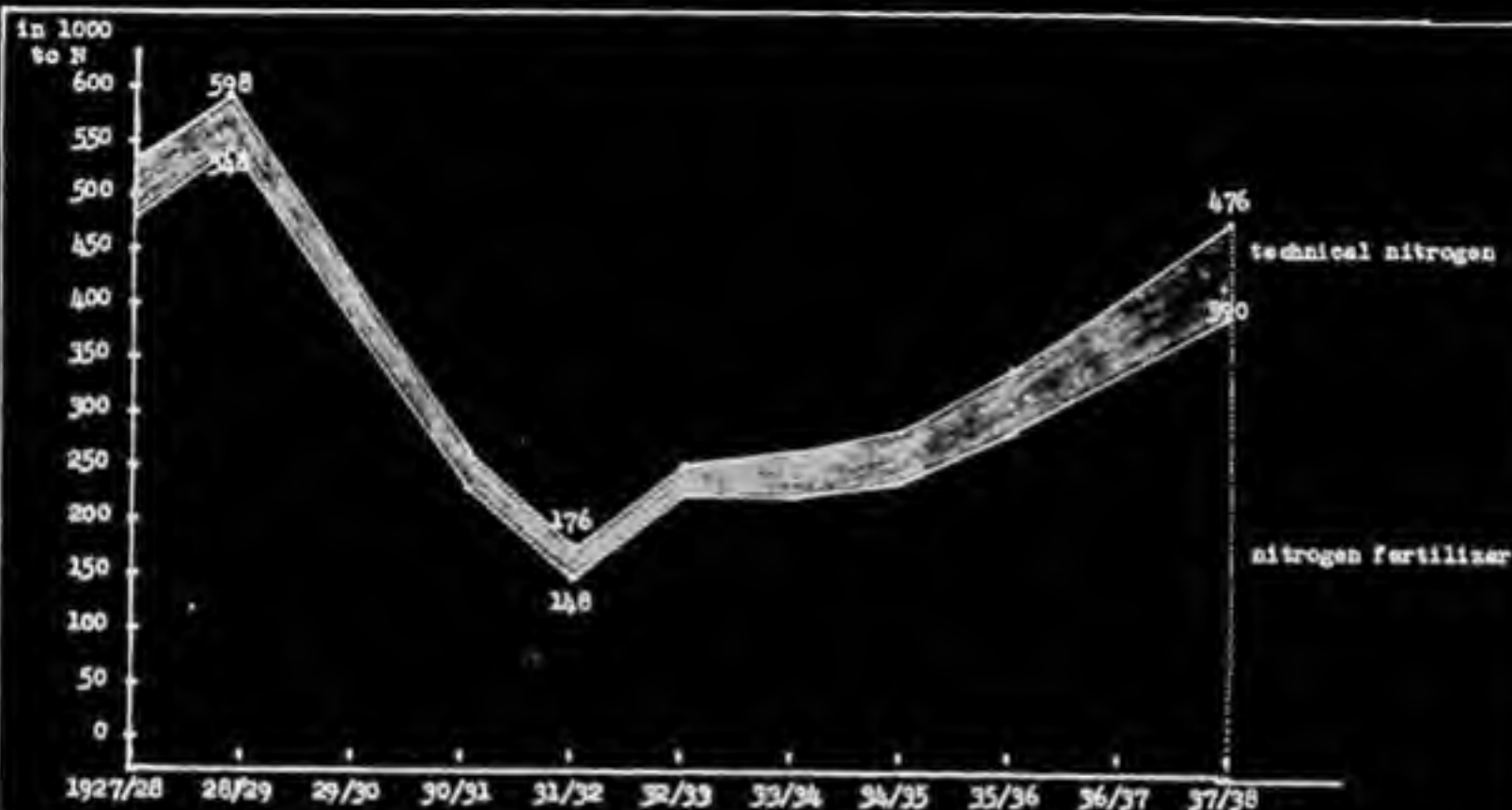
I, YVONNE A. SCHWARZ, ETO #20108, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. NI-14233.

YVONNE A. SCHWARZ
 ETO #20108.

E N D

Development of I.G. Farben's Nitrogen Production

-- in 1000 tons N per year --



22.12.37

CERTIFICATE: I, John J. Boll, U.S. Civilian, AGO # A-444412, hereby certify that the above graph is a true and exact copy of the graph on page 26 of I.G. Farben's "Bericht ueber die Stickstoffbesprechung in Ludwigshafen am 25. Maerz 1938".

John J. Boll
JOHN J. BOLL
U.S. Civilian, AGO # A-444412

CERTIFICATE OF TRANSLATION: I, John J. Boll, U. S. Civ., AGO # A-444412, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of excerpts of Document No. NI-14232.

16 February 1948

John J. Boll
JOHN J. BOLL
U.S. Civilian, AGO # A-444412

Case 6
p. 12
sp. 26

TRANSLATION OF DOCUMENT No. NI-14234
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

Exh # 4310

Excerpts
of the Minutes of the 2nd Special
Meeting of the Sparte I held on the 12 April 1940
at 10 a.m., in Leuna.

Page 8:

3) Sales and market situation for technical nitrogen. Henschel

At the occasion of the Meeting in August 1939 we estimated
I. G. Farben's work in the field of technical nitrogen products
for the calendar year 1939 as approximately

100,000 t N.

This amount was actually not only reached, but
also exceeded. It amounted to approximately 108,000 t N.
as against 85,000 t N in the calendar year 1938.
The increase therefore amounted to approximately
26%.

Certificate

I, Yvonne A. SCHWARTZ, ETO #29108, herewith certify that the above is
a true and exact copy of an excerpt of the minutes of the second
special meeting of Main Group I of 12 April 1940 in Leuna.

Munich 16 February 1948

(Signature):
YVONNE A. SCHWARTZ
ETO #29108

CERTIFICATE OF TRANSLATION

I, JOHN J. BOLL, ETO #A-444412, hereby certify that I am thoroughly
conversant with the English and German languages; and that the above
is a true and correct translation of Document No. NI-14234.

JOHN J. BOLL,
U.S. Civilian,
AGO #A-444412.

END

1
Cost
rep. 1/6

TRANSLATION OF DOCUMENT NO. RI-13062
OFFICE OF CHIEF OF COUNSEL FOR
AR CRIME

Report No. 39/222

Exh # 4311

DYNAMIT-ACTIEN-GESELLSCHAFT vorm. ALFRED NOBEL & CO., TREISDORF

REPORT

of the

Auditing of the Balance-sheets

and Profit and Loss Accounts

as per 31 December 1938

Chemie Revisions- und Treuhand-
Gesellschaft mit beschr. Haftung
Berlin NW 7

(Chemical Auditing and Trustee Com-
pany Ltd.
Berlin NW 7)

(Page 2 of original)

I.G. FARBEINDUSTRIE AKTIENGESELLSCHAFT, FRANKFURT (MAIN) 20

Our Reference Date Page
Central Book- 24 August 1939 R/3
keeping Department

(Stamp)

Office of the
Technical Committee
Received 29 August 1939
Settled

Geheimrat Professor Dr. Bosch, Ludwigshafen
Direktor Dr. Gajewski Wolfen-Pilefabrik
Office of Technical Committee, Frankfurt
Zafi (Zentralfinanzabteilung - Central Finance Department), Secretariat,
Berlin NW 7

Re: Balance Sheet Audit 1938
Dynamit Aktien Gesellschaft, Troisdorf

We forward you enclosed a report of the Chemical Auditing
and Trustee Company Ltd, Berlin, on the auditing of the balance sheets
and the profit and loss accounts as per 31 December 1938.

The Capital stock consists of

Reichsmark
47,000,000.-- common stock
125,000.-- preferred stock

The preferred stock is entirely in the hands of I.G., and the common
stock, according to the situation today, is owned by it to the extent
of 45.27 %. The DAG itself actually owns only 3.91 % of the common stock.

| The turnover of the firm amounted to: | | Of which: |
|---------------------------------------|----------------|---------------|
| Reichsmark | At home | Abroad |
| 1938 210,426,731 | 177,585,010 RM | 32,841,720 RM |
| 1937 187,953,237 | 153,363,592 | 34,590,327 |

The increase therefore amounts to:
22,472,794 RM 24,621,411 RM 2,148,617 RM
that is: 12 % 16 % 6.2 %

With respect to the figures for the turnover and their
composition according to the different work-branches, we refer to the
details on Pages 10 and 11 and 77 - 80 of the report.

(Initials:) St. (Struss)

(Page 3 of original)

I.G. FARBEINDUSTRIE AKTIENGESellschaft, FRANKFURT (MAIN) 30

Our Reference Date Page
Central Book- 24 August 1939 2
keeping Department

The total assets consist of:

| | Reichsmark | | |
|---------------------------|----------------|---|----------|
| Investment securities | 20,91 million | - | 14,90 % |
| Participations | 12,08 " | - | 8,61 % |
| Stocks | 32,96 " | - | 23,49 % |
| Securities | 1,03 " | - | 0,73 % |
| Common stock owned by DAG | 0,88 " | - | 0,63 % |
| Accounts receivable | 46,16 " | - | 47,16 % |
| Cash in hand | 6,29 " | - | 4,48 % |
| | 140,31 million | - | 100,00 % |

The investment securities are booked at 3,6 million Reichsmark higher at the end of 1938 than at the end of 1937, that is to say, the balance consists of a new addition of 16,1 million Reichsmark, 12,3 million Reichsmark write-offs and 0,2 million Reichsmark deduction.

The accounts receivable are booked at approximately 11 million Reichsmark higher than in the previous year. Of the liabilities forming this increase approximately 11 million Reichsmark represent the part-payments of customers.

On the day when the balance sheet is drawn up debts to I.G. show an increase to 29,4 million Reichsmark (as compared to 19,4).

Profits on the previous balance sheet are developed on page 76 of the report and after considerable transfers have been made to the reserve fund and special write-offs have been affected, they amount to:

| | Reichsmark | |
|---|--------------|--|
| For the distribution of profits of 4 % to the St.A and 6% to the V.A. | 1,991,285,17 | as opposed to 1,966,130,35 in 1937 |
| | 1,813,952.— | were required as opposed to 1,813,952.— in 1937. |
| so that the payment to be made to I.G. as per contract was of | 177,333,17 | as opposed to 152,178,35 in 1937 |

The reports on the companies belonging to the Konzern group of the D/G

Our Reference Date Page
Central Book- 24 August 1939 3
keeping Department

as well as those on the firms described as Munitions Group we are sending on.

Heil Hitler !
I.G. FARBEINDUSTRIE AKTIENGESellschaft
Central Bookkeeping Department
(Signature:) illegible

Enclosure
Registered

(Page 4 of original)

Page 12

The following Products were manufactured
in the factories listed:

| | |
|------------------|--|
| Adolfshof | Black powder |
| Bosch | Glycerine |
| Dachau | Military requirements |
| Dachau | Military requirements |
| Hamm | Military requirements and black powder |
| Kruemmel | Military requirements, explosives export, Sulfuric acid |
| Munich/St. Pauli | Hunting- and sports ammunition, military requirements |
| Sachringhausen | Explosives domestic |
| Schleibsch | Explosives domestic, trinitrotoluene, sulfuric acid, glycerine |
| Troisdorf | Celluloid, plastics, fibre board, briars |
| Wuergerdorf | Explosives domestic, military requirements |
| Foerde | Military requirements |

Page 12 1

In addition, the Gesellschaft m.b.H. zur Verwertung chemischer
Erzeugnisse (limited company for the sale of chemical products), whose
capital stock is entirely in the hand of D.A.G., operates the follow-
ing factories on a trustee basis for the account of the sales corpo-
ration for Chemische Industrie G.m.b.H., Berlin:

| | |
|---------------------|-----------------------------------|
| Dachau | from 1 April 1936 |
| Gesau | from 1 July 1938 |
| Hessisch-Lichtenau | from 1 June 1938 |
| Glueckel-Schleibsch | 1 January or 1 April 1939 |
| Wuergerdorf | from 1 January or 1 April 1939 |

Page 92

Berlin, June 1939

CERTIFICATE OF AUDITING AND TRUSTEES
OF DACHAU AND ST. PAULI
(CHEMICAL AUDITING AND TRUSTEES COMPANY LIMITED)
(Signature): Reichert opa Hermann

CERTIFICATE

I, EDWARD L. SCHWARTZ, LTD No. 20108, hereby certify that the above
is a true and correct copy of extracts from the "Report on the
Auditing of the Balance Sheets and Profit and Loss Accounts as per
31 December 1938" of the Dynamit-Action-Gesellschaft vorm. Alfred
Nobel & Co., Troisdorf, Report No. 39/222.

EDWARD L. SCHWARTZ
LTD NO. 20108.

TRANSLATION OF DOCUMENT NO. NY-15062
CONTD. -----

CERTIFICATE OF TRANSLATION

I, DOROTHY E. GALTNEY, LTO No. 34079, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. NY-15062.

DOROTHY E. GALTNEY
LTO No. 34079.

Case 6
exp. Dist.
G

Translation of Document No. HT-15063
OFFICE OF CHIEF OF CONSUL FOR THE
UNITED STATES

REPORT

on the

Auditing of the Balance Sheets
and Profit and Loss Accounts
as per 31 December 1936

of the

Firms belonging to the Konzern Group

of the

DEUTSCH-AKTIE-GESELLSCHAFT vorm. ALFRED NOBEL & CO., TREISDORF

PART I

Companies with plants in operation

Chemical Auditing and Trustee Company Ltd.
Berlin N 7

(Page 2 of Original)

I.G. FARBEN-INDUSTRIE AG, FRANKFURT (A.M.) 28

Secret / Our Reference Date Page
----- Central Book- 8 October 1937 R/S
Keeping Department

Geheimrat Professor Dr. Bosch, Ludwigshafen
Direktor Dr. Gajewski, Farben-Film Factory
Office of the Technical Committee Frankfurt
Zafi (Zentralfinanzabteilung -
Central Finance Department) Secretariat Berlin

Re: Balance and Sheet Audit 1936

Dynamit-Actiengesellschaft vormals
Alfred Nobel & Co., Troisdorf

We send you enclosed the report of the chemistry
auditing & trustees corporation Ltd. Berlin, on the audit of the
balance sheets and profit and loss accounts for 31 December 1936.

(Initials): St (Struss)

Page 2:

Corporations of the Konzern, of those which are
combined in

Part I those with plants in operation
Part II those with closed-down plants.

At the end of 1936 the totals for the above are as follows:

| | Part I Reichsmark | Part II Reichsmark |
|----------------------------------|------------------------|-----------------------|
| Plant-installations | approx. 1,956 million | approx. 0,345 million |
| Accounts receivable | approx. 12,799 " | approx. 0,474 " |
| Participations | " 0,003 " | " 0,001 " |
| stocks | " 0,357 " | " - " |
| Bank and Postal check balance | " 2,275 " | " - " |
| Securities | " 1,059 " | " - " |
| Cash in hand | " 0,221 " | " - " |
| Arrears on payment of capital | " 0,019 " | " - " |
| Losses inclusive of balance | " 0,028 " | " - " |
| | approx. 19,767 million | approx. 0,820 million |

Page 3: Our Reference Date Page
Central Book- 8 October 1939 3
Keeping Department

In the first 6 months of the current year the turn-
over has increased by approximately 36 % in comparison with the
same period in the preceding year.

With German Greetings
I.G. FARBEN-INDUSTRIE AG, FRANKFURT
Central Bookkeeping Department
(Signatures) illegible

Enclosure/
Registered

(Page 3 of original)

Report No. 97/109

Limited Company

for the

Sale of Chemical Products,

Koeln

Report

on the

Auditing of the Balance Sheets

and Profit and Loss Accounts

as per 31 December 1936.

Charistry Auditing and Trustee Company Ltd.
Berlin N° 7

(Page 4 of original)

Acting on the request which was conveyed to us by the Central Bookkeeping Department of I.G. Farbenindustrie Aktiengesellschaft to audit the books of all the firms belonging to the Konzern we examined on 30 June 1937 the closing balance as per 31 December 1936 of the

Gesellschaft m.b.H. zur Verwertung chemischer Erzeugnisse,
Koeln

(limited company for the sale of chemical products)

I. General Remarks.

The Gesellschaft m.b.H. zur Verwertung chemischer Erzeugnisse, Koeln, was promoted on 7 February 1934 with a capital stock of 300,000 Reichsmark. The stock is owned entirely by the Dynamit Aktiengesellschaft formerly Alfred Nobel & Co., Troisdorf.

After the former business managers
Dr. Fritz Fraunberger, Berlin,
Ernst Wilhelm Oelrich, Berlin,
Ernst Becke, Berlin

Page 2:

had retired in 1936,

Director Dr. Wilhelm Probst, Koeln,
Director Otto Riedel, Koeln,
Director Karl Voth, Koeln,

were appointed business managers of the company for the year under review.

The head-office of the company was transferred from Berlin to Koeln on 2 December 1935.

According to the entry in the trade register the object of the enterprise is the manufacture of chemical products and the industrial products of all kinds, as well as trade with these products and the setting-up of chemical technical installations.

Since its promotion the company has changed its functions in various ways (see our audit report 36/218 of July 1936). at the beginning of the year under review it acted as a sales agency for certain products of the Bottsch plant of I.G. Farbenindustrie Aktiengesellschaft, but transferred these functions on 1 April 1936 to D.M.G. By the end of 1936 it no longer carried on any more business of its own. Since the beginning of 1937 it has been occupied with the manufacture of chemical products in plant-installations in Dosselt which were leased to it by a Reich agency.

All the business of the year under review was carried out for the account of the D.M.G. in accordance with a written communication from the latter on 27 March 1936. In consequence, the profits of

60,754.62 Reichsmark

resulting from the previous balance were transferred to the D.M.G. so that the balance sheet as per 31 December is closed without either profit or loss.

(Page 5 of original)

Page 9:

Berlin, July 1937

The auditor:

REICHERT AUDITING AND TRUSTS COMPANY LTD.

(Signature): Reichert von Hermann
Auditor

Dellwig

CERTIFICATE

I, YVONNE L. SCHLIER, STO No. 20108, hereby certify that the above is a true and correct copy of excerpts of the "Report on the Auditing of the Balance-Sheets and Profit and Loss Accounts as per 31 December 1936" of the firms belonging to the Konzern Group of the Dynamit-Actiengesellschaft vormals Alfred Nobel & Co., Troisdorf.

YVONNE L. SCHLIER
STO No. 20108

CERTIFICATE OF TRANSLATION

I, DOROTHY L. FLUETTER, U.S.P.T 482, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document No. NI-15063.

DOROTHY L. FLUETTER
U.S.P.T 482.

CASE 6, TRIBUNAL VI

Doc. No. VI - 15886 (Prosecution Exhibit 2313)
not distributed.

Description: 88 quarterly and half-yearly reports by IS
Central Bookkeeping Department, initialed
by Krouch, dtd. 1953-1959.

Case 6
up of 86

Erh # 713/4

(Trans. Note: Handwritten initials:
Pa la)

I.G. FARBEWIRTSCHAFT AG
Intermediate Products Group

(Trans. Note: Handwritten
No. 43)

(Stamp)
SECRET

To:
Director Dr. Bueglin, Bitterfeld
Director Dr. Krausslein, Hoechst
Director Dr. Haberland, Vordingen
Office of the TZA, Frankfurt/Main.

1. This is a State secret within the meaning of Paragraph 88 of the Reich Legal Gazette.
2. To be forwarded only in envelopes, to be mailed only as 'registered'.
3. To be stored at the responsibility of the recipient under lock.

Dr.A/Dr.D.

22 August 1939

I am referring to the letter from Vordingen dated 29 July 1939 and to the letter from Hoechst dated 9 August 1939, and especially to the discussion which took place at the occasion of the last meeting of the Chemical Committee, and I am of the opinion that the future "Perotoff" installation is not to be attached to one of our plants as an emergency plant. Instead it should be built as a new installation if necessary or should be joined to an existing emergency plant.

It must be highly welcomed that Vordingen has also begun to take part by means of her own experimental work. This fact caused us to express to Dr. Spallard that I.G. is interested in the project of the "Perotoff" installation.

In this case, we should keep up the relation employed in the case of earlier projects, of having I.G. make her experience available to the new installation while the Reich is under obligation to use this installation only for Army purposes. Otherwise, the Army Ordnance Office would have to come to an agreement with I.G.

I suggest that a special meeting be called soon in Frankfurt to clarify the basic thoughts of these questions.

(Stamp) (Signature) A.D. OS (about on
Travel)

Copy to: Director Dr. von Meer, Frankfurt/Main
" " Director Dr. Wurster, Ludwigshafen
" " Director Dr. Vittwer, Ludwigshafen

(Page 2 of original)

I.G. FARBEWIRTSCHAFT AG
Intermediate Products Group

(Handwritten initials:
Pa la)

(Stamp) "TOP SECRET" (Handwritten) : No. 36

Dr.A/Dr.D.

19 July 1939

To: Director Dr. Bueglin, Bitterfeld
Director Dr. Krausslein, Hoechst
Director Dr. Haberland, Vordingen
Office of the TZA, Frankfurt/Main

- 2 -

Exh 2 4315

Dr. Otto AMBROS
IG Farbenindustrie Aktiengesellschaft Ludwigshafen/Rhine, 21 Jul 37
Tel: Local 6693
Long Dist. 6693

To Dir. Dr. Krauch

2 R R & W. (trans.note:illegible initial)

Dear Herr Dr. Krauch,

In the meantime the contractual conditions with regard to the construction of the Trostberg plant have been clarified.

We have continued to work out the plan for the factory site and after Dr. Tor Meer has agreed to the attached letter we will get in touch with Wacker during the next few days so that on 2 August we can start surveying the site of the planned building.

With best regards
yours truly

(signature) Otto Ambros

Enclosure.

(page 2 of original)

IG FARBENINDUSTRIE AKTIENGESELLSCHAFT, LUDWIGSHAFEN/RHINE

ZW-Group.

Dr.A./Pro. 21 July 1937 1.

To Director Dr. Tor Meer, Frankfurt
" Dr. Hermann, Hoechst
" Dr. Roth, "

Re: Trostberg Project.

As you know it was intended a year ago to establish several carbide factories in order to cover requirements of spirit for motor fuels or ethylene products.

At that time we pointed out the enormous investments and suggested that the production of spirit, in so far as it is connected with the production of ethylene, should be coupled with the manufacture of buna and should include the basis of a nitrogen of lime factory in case of war.

In the meantime these projects have been studied and found to be suitable. Ethylene oxide installations with the following steps of processing into diglycol and oxol are planned for the buna factories Schkopau and Huls.

Since these are however not sufficient, the plant Trostberg is to be built as an emergency plant in case of war, but if necessary also for producing stocks for peace-time production.

Units of the same size as those already being planned for the above plants in Schkopau and Huls were chosen:

1' 500 tons magnesium oxide
(24 000 tons chlorinol)
7 400 tons oxol
5 000 tons diglycol.

In accordance with the directives of IG we are now making the following proposals for carrying out the building projects:

CARBON COPY

(page 3 of original)

IG FARKENINDUSTRIE AKTIENGESELLSCHAFT, LUTWIGSHAFEN/REINE

EW.-Group 21 July 1937 2.
Dr. A/Pro.

The I.G. will confine itself to taking over those parts of the building which will be controlled only by IG and in order to relieve our engineering office and workshops as many parts of the building as possible will be left to other firms.

With this in view the management of the Bayerischen Stickstoffwerke and of the Bayerischen Kraftwerke (VIAG) respectively will undertake the official management of the construction (Oberbeileitung). These two companies are connected by a plant operating contract for the use of the carbide plant Trostberg until 1941 and are therefore in charge of all local questions of the factory.

This management of the construction will charge the IG (in this case the engineering office of IG, Department Buna plants) with carrying out the planning of the factories for Trostberg in accordance with its experience gained in Wile, Amendorf, Schloppau etc.

In accordance with these principles the construction management will acquire the site during the next few months and clear it, will place orders for the road and canal construction, will see to the provision of power (electricity, water, fuel), settle the procurement of labor and welfare questions, carry on negotiations about the license, in short, prepare everything so that in the spring of 1938 building can start and in the summer the plant can be assembled.

The construction management will also undertake to build and/or order the building of the electricity works, power supply plants and water-works.

The most practical way of dividing the various parts of the manufacture is the following:

| | | |
|----------------------------|----|--------|
| Dry Carbide distillation | }} | |
| Recovered calcium oxide | }} | |
| (Retourkalk) | }} | |
| Acetylene purification | }} | |
| Aldehyde with distillation | }} | Wacker |
| and contact regeneration | }} | |
| spirits | }} | |
| spirit distillation | }} | |

We consider this proposal to be practical because Wacker is at the moment building the same type of unit in Muskeburg and can undertake to provide the operational personnel particularly easily because it is situated so close to Trostberg.

CARBON COPY

(page 4 of original)

IG FARBENINDUSTRIE AKTIENGESELLSCHAFT, LUDWIGSHAFEN/REINE

EW Group 21 July 1937 3.
Dr. A./Pro.

| | | |
|--------------------------------|---|-----------------|
| spirit de composition ethylene | } | IG Ludwigshafen |
| ethylene purification | | |
| chlorhydrin | | |
| ethylene oxide | | |
| oxal | | |
| hydrogen sulphide production | | |
| chlorine electrolysis | | |
| combustion of chlorine hydro- | | |
| chloric acid | | |
| diglycol | | |
| diglycol distillation | | |
| oxal esterification | | |

Although this division relieves IG to a certain extent, one must not forget that the Trostberg project will be carried out at the same time as the construction of Huls and Schkopau. Therefore the most important job will be to arrange a schedule which permits us to transfer the assembly squads from one project to the next.

Since we are being urged to speed matters up, Dr. Boeckler and Dr. Leering will discuss the contractual arrangements with the Bayerischen Stickstoffwerke on Thursday 23 July 1937. It is further planned to decide on the plans for the works, on which we are already working, at the end of July when an inspection of the site in Trostberg is to take place.

Therefore we would ask you to let us know as soon as possible whether you agree to our proposals so that we can get in touch with the firm Wacker.

(trans.note: stamped: signed: Ambros)

Copies to Dir. Weber-Andreas for CHEMA (2)
Dir. Loretsch
Dir. Dr. Kuster
Engineering Office Buna Werke GmbH
Ludwigshafen (3)

CARBON COPY

CERTIFICATE OF TRANSLATION

I, DOROTHEA L. GALEWSKI, ETO #34079, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. NI-13524.

DOROTHEA L. GALEWSKI,
ETO #34079.

E N D

Class 6
step 10/11

Exh # 4316

Supreme Command of the Army
70 f 59 47 Wa J Ru 2 VIII
NO. 6440/39 geh.

(Please repeat above file mark in your reply,
as well as date and subject matter).

Berlin 4-35, 4 August 1939
Tirtitzerstr. 73-75.
Telephone: Local 310013
Long Distance
310015

(Rubber Stamp)
Office Dr. Ambros
Received 8 August 1939
No. 258

SECRET

1. This is a state secret in the sense of Paragraph 86 of the Reich Law Gazette
2. Transmittal must be sealed, mail must be registered.
3. The recipient is responsible for the safekeeping under lock

Messers.
I.G. Farbenindustrie A.G.,
Attn: Director Dr. Ambros or
representative, Ludwigshafen/
Rhine.

Subject: Hexachlormethan

Reference: Letter Dr. A/be of 12 July 1939.

With respect to the above-mentioned letter the OKW states its position as follows:

The peacetime demand of hexachlormethan can naturally only amount to a fraction of the war demand.

Even if at the moment the capacity of the available plants does not yet suffice, the capacity of the plants under construction is so extensive as to not only cover the current demand of the Wehrmacht but also make part of the plants available as stand-by plants.

Therefore, one can not count on a peacetime employment of the factory planned by you.

By order,

Signature: Dr. ZAHN

(Handwritten)
Signature: Wurstler
Wolff
Wittmerth)

(Page 2 of original)

Farbenindustrie Aktiengesellschaft - Ludwigshafen A.G.
Intermediate Group
Secret

Army Ordnance Office
VA J RUE 9
Attention: Dr. Zahn
Jebenstrasse 1
Berlin W

TRANSLATION OF DOCUMENT NO. NL-14256
Cont'd

13 July 1939

Subject: Hexachloroethan

As our Dr. Wittwer already verbally informed your Dr. Ehrmann, Ludwigshafen has begun a few years ago to develop in its laboratory a process for the production of hexachloroethan from Ethylene Chloride. The exploitation of this basic substance is of special interest because Ethylene Chloride is in every case a subsidiary product of the Ethylene Oxide production, which in turn is constantly increasing in view of the large projects of Diglycol production and other similar enterprises.

Schkopau would be very suitable for the construction of such a plant, because similar installations will be constructed there for the production of other Chlorinated Hydro Carbons. Decisive for the construction and operation of a Hexachloroethan plant, however, is the supply of the factories with Chlorine. As we are informed, in the case of your plants, we are concerned with a project for 400 to 500 tons of Hexachloroethan per month, which according to our figures means a consumption of approximately 7000 to 9000 Chlorine per year. This amount with the power and other miscellaneous questions connected therewith can only be produced if a current occupation is provided for peacetime and if this is not only to mean a preparation for the war case.

I therefore, ask you to inform us whether we can count on a peacetime occupation of this plant

(Page 3 of original)

which would adjust our Chlorine budget and which furthermore would permit us to assure the Chlorine plant by normal exortization.

We are looking forward to your information with regard to the production program which you intend for Schkopau under the circumstances and remain in the meantime with

Heil Hitler!
I.G. FARBEINDUSTRIE AKTIENGESELLSCHAFT
(Signature: Ambros Signature: Ppa
Biedenkopf

Dr. Wurster-lu
Dr. Wittwer-lu
Dr. Bockler-lu
Buna Plants/Schkopau

CERTIFICATE OF TRANSLATION

I, S. RAMLER, ETO NO. 34429, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. NL-14256.

S. RAMLER
ETO NO. 34429

END

Part 6
up to

TRANSLATION OF DOCUMENT No. NI-14252
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

Eth #2317

CHEMISCHE WERKE, MUELS, G.-s.-b.-H.

Messrs. Dr. Hoffmann
" Dr. F. Baumann
" Dr. Beckmann,
" Dr. Mach,
" Dr. Boeckler

for Director Dr. ter Meer

Dr. A/Pro

18 May 1938

Construction of the Buna plant MueLS.

With reference to the construction of the Buna plant MueLS I
appoint

Dr. Wittwer

to take care of the plant -which is to be constructed upon the orders
of O.K.H.- in agreement with the construction and works management of
MueLS.

In addition, it is Dr. Wittwer's duty, together with the legal
department, to maintain contact with the High Command of the Army and
its subdivisions concerned, as the Montangesellschaft. He also has
to assure technical cooperation with the Organi, or Mergesellschaft.

That includes technical cooperation in the planning, and operating
of the sector Athelerchlorvirin up to the final products of the
A-Plante, as well as advisory cooperation in the settlement of produc-
tion figures.

(signature): Ambros.

(Pencil notations illegible)

CERTIFICATE OF TRANSLATION

I, SIEGFRIED RANLER, AGO #34429, hereby certify that I am thoroughly
conversant with the English and German languages; and that the above
is a true and correct translation of Document No. NI-14252.

SIEGFRIED RANLER,
U.S. Civilian,
AGO #34429.

E N D

Case 10
up 54

TRANSLATION OF DOCUMENT No. KI-14014
Office of Value of COMBATS FOR WAR CRIMES

ETH # 4318

IG FARBWISSENSCHAFTL. KUNST- UND KUNSTSTOFFFABRIK, LUDWIGSHAFEN/RHEIN

Intermediate Products Group

L. Koepp
Dr. W/Kr.

Copy No. 2

(trans. note: handwritten:
Se II (16)

23 Feb 1939 1.

(trans. note: address: COMFIL FILS.

(trans. note: stamp:

Secretariat 317, Reg (retired)
Dr. Schul

'TOP SECRET'

Received: 23 Feb 1939
Answered:

(SECRET COM AND LIT. 1).

Conference about Co-operation between IG and Army
on 17 Feb 1939 in Berlin, Schadowstrasse 4. Wa Prueff 1.

Press 1:

| | | | |
|---------------------------|---|-----------------------------------|-----------------|
| Colonel Schmidt | } | Wa Prueff (Ordnance Inspection 8) | |
| Major Dr. von Sacherer | | | |
| Reg. Ret. Dr. v. d. Linde | | | |
| Lieutenant Dr. Riecher | | | |
| Ministerialrat Dr. Zann | } | Wa I Rue 9 (Ordnance I Army no 9) | |
| Dir. Dr. Ambros | | } | IG Ludwigshafen |
| Dr. Wittwer | | | |

At the request of the Army Ordnance Office the conference between the IG and the Army Ordnance Office was called for discussion of the future collaboration between IG and Dr. Engelhardt with regard to chemical warfare agents. Right from the start Dr. Ambros pointed out that it would not be possible to collaborate on all cases matters without some limitations, as after all they also concerned some materials which were important in private enterprise, but that the method of collaboration would have to be settled in each individual case.

Then the matters which were of particular interest at this time were discussed:

1.) Oxal-Loss (Lustig's).

IG stated that on principle it was willing to make the new Levenson process available for the plants in Amsterdam and V.I. after tests on a technical scale which are to start in March.

It was arranged that after the Levenson experiments have been carried out

(Page 2 of original)

it is to be discussed with Dr. Engelhardt how far this process can still be used in the development of the esterification of the V.I. plant and to what extent it will be possible to install the continuous quartz towers in Amsterdam. Then on the other hand Dr. Engelhardt is to put all his experience with regard to loss at the IG's disposal, e.g. questions of materials, storage, decontamination etc.

2. D-Loss.

First Major Dr. von Siewer, obviously at Dr. Engelhardt's suggestion, proposed that IG should work on D-l-syntheses via SO₂ and Orsac via SO₂. We immediately pointed out that we did not consider that this was the difficulty in this process, but that it was the development of a continuous process, since this is of the greatest importance for large scale production. It was agreed that Levenson is to carry out these continuous experiments and will report on the results as soon as possible. Should the continuous process prove to be impracticable the plant will be built according to the Auer process.

Ministerialrat Dr. Lahn then asked whether IG would be willing to found a new company with Dr. Engelhardt for the projects in this connection, with the Auer and Goldschmidt. Dr. Ambros pointed out that Dr. Engelhardt would only be of very little use to IG as a partner in such a company, since IG would in the end have to do all the work, but that there was already such a company, the Orsac, which had proved its worth in establishing the Levenson plants. Then Lahn suggested that IG should join the Orsac. We were to discuss this question with Ministerialrat Dr. Goldschmidt.

ORIGINAL COPY

(Page 3 of original)

IG FARBENINDUSTRIE AG, LEIPZIG, DDP-IGB/V.I./R.I.G.
Intermediate Products Group

L.R. Dept.
Dr. J/Er.

23 Feb 1938. 3

Discussion with Dr. Engelhardt.

Following this, a discussion took place with Dr. Engelhardt in the Leendersbank, during which the first again described his ideas with which we are familiar. Engelhardt intends to leave the Auer Company and to work independently

on all the questions regarding chemical warfare agents. He fears however that - as has already happened in the case of Euels now - he would be gradually detached from IG and in the long run would be completely ousted from this field. He therefore visualized that the IG would form a new mining company with him, that is with Auer or Goldschmidt, which should already be activated for the VI plants and the future DL plants.

Dr. Engelhard further explained that he intended to take the so-called organic laboratory of the Auer Company, which deals only with chemical warfare agents, after which he had been looking until now, away from the Auer Gesellschaft. He was thinking of establishing a research institute for chemical warfare agents in connection with the Ordnance Office. He would put the results of the research at the disposal of Orgacid, which would then undertake to run the technical side of the plant. He requested the support of IG for this research institute.

Dr. Engelhard made the following statements about the organization of Orgacid:

The Ordnance Office, Goldschmidt and Auer participated in Orgacid, the latter two with a capital investment of RM 50,000.- each. The Oxol produced in an effort costs approximately RM 1.70 and is sold to the mining industry with a profit of 5%. The profits are divided equally between the three partners.

On the basis of the discussion the following ideas were then submitted for study by IG and Engelhard and for discussion with the Ordnance Office later:

CARBON COPY

(Page 4 of original)

IG FARB-INDUSTRIE AG, Ludwigshafen, Ludwigshafen-FAB/R III
Intermediate Products Group.

L.A. Devt.
Dr. A/Kr. 23 Feb 1939 4.

1. The IG to join the Orgacid and through this company to take part in the construction of the new plants which have been planned.

Euels to be taken out of Orgacid completely, as well as all plants being built in other IG works for the Army Ordnance Office. According to the present situation the expanded Orgacid would at the moment therefore include the plants in Amendorf, and VI, as well as the DL plants which have been planned and possibly also Ahnenberg.

2. Dr. Engelhard to found a research institute for chemical warfare agents which is to be assisted extensively by being informed of problems in these fields by the scientific laboratories of colleges and of industry.

Dr. Engelhard is to get in touch with Dr. Bahr about these two fundamental points.

The following must be said on this subject:

1.) In the interests of Germany's military chemistry in this great field it seems absolutely essential that a central research institute should be founded, the organization of which corresponds to the Kaiser-Wilhelm-Institute which was set up during the world war. In this connection the question whether Dr. Engelhard is a suitable person to direct this institute seems to be of minor importance for the time being. If suitable collaborators from German chemistry are called in there is no doubt that it would gradually be possible to develop this institute to a high degree of usefulness. The laboratory of the Wehrmacht in Standau is more concerned with questions of technical application than with development work.

CARBON COPY

(Page 5 of original)

IG FARBENINDUSTRIE AG, KASSEL, LUDWIGSTRASSE 72/74
Intermediate Products Group

L.K. Dapp. 23 Feb 1938 5.
Dr. H/Kr.

2.) It is of the greatest importance for Germany to have one single chemical organization with a very high technical standard for carrying out the large scale planning with regard to chemical warfare agents - in this case that is the Orgacid, which is enlarged by IG's part in it. In this way we can be sure of avoiding those technically outdated processes (such as in the VI plant or in Seelze for instance) are used and parts of plants which cannot be operated (such as Mannheim for instance) are built. The superior experience and feeling of responsibility of IG will ensure that it will not again happen that this type of installation is built just because there was an order to that effect from the Wehrmacht, as this was hitherto been the case with Orgacid.

The Orgacid, which until now had received its orders only from the Wehrmacht, without having any connections with any other agency, can be put under the closer supervision of the Kraus Organization, when it is re-organized, so that in the future there will be no more mistakes in investments for raw materials.

However it also seems expedient from the point of view of the IG that we should in this way take a part in the sphere of chemical warfare agents.

1.) On joining Orgacid IG would get insight into and influence on those plans that is for instance also in ammonia agents. It will not be possible for agents to be built or operated without IG's knowledge.

2.) By giving the order for construction of the new plants to Orgacid, IG is able to make its experience available in the interests of the Reich and yet will not be given the orders to carry out the construction as a whole.

The Orgacid will deal with all the official, technical, constructional etc., questions, while IG will only undertake the design and possibly the assembly of certain installations in which it is interested. For instance it is possible that in the first large D-L plant IG might undertake to provide the ethylene (Linde plant) and if the Leverkusen experiments fail,

CARBON COPY

(Page 6 of original)

IG FARBE-INDUSTRIE AG, LUDWIGSBACH, LUDWIGSBACH/RHINE
Intermediate Products Group

L.K. Dept. 23 Feb 1939 6.
Dr. si/Kr.

Auer would take charge of the D-L machinery and Goldschmidt would undertake for instance the chlorine electrolysis. The entire planning of the factory, the power supply, the buildings, communications with the authorities, the procurement of labor etc., would be handled by Orgacid.

3.) The danger that IG's know-how might leak out through participation in Orgacid is no greater than it has been hitherto, where for instance IG had to build the entire plant in Ludwigshafen and then had to hand it over to Orgacid. There is also every possibility of safeguarding it by legal means and of supervising this if IG is a stockholder of Orgacid.

4.) It should be checked whether it would not be possible for IG to demand when joining Orgacid that all the plants which are based entirely on its processes, such as oxide, ethylene and thionylchloride plants etc., should be leased to IG exclusively if necessary and operated by it, when working under peacetime conditions. Orgacid should only lease and operate the entire plant when it serves its actual purpose, that is the production of a chemical warfare agent.

5.) IG could demand to operate the plants built by it, in the same way as has also been done now with regard to the VI plant, so that by this means it would also avoid revealing its processes.

(Trans.note: stamp) signed Hittner.

Copies to : Ministerialrat Dr. Bach, Frankfurt,
Director Dr. von Meer,
Director Dr. Kuehne, Leverkusen.
Director Dr. Waretz, Ludwigshafen
Director Dr. Asbroe,
Director Dr. Steinig,
Director Dr. Bockler,
Director Dr. Hittner.

CARBON COPY

TRANSLATION OF DOCUMENT No. HI-14014
Cont'd

CERTIFICATE OF TRANSLATION

I, Dorothea L. GALINSKI, LHO 34079, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document No. HI-14014.

Dorothea L. GALINSKI
Civilian
LHO 34079

SECRET

F+H # 2319

1. This is a State secret according to Para 88 of the Reich Penal Code.
2. Only to be forwarded under seal, if by mail as "Registered".
3. Addressee responsible for safekeeping under lock and key.

Dr. 28-3.

Between

the German Reich (Reich Fiscal Administration - Army), represented by the Army High Command ("OKH")

and

the I.G. Farbenindustrie Aktiengesellschaft, Ludwigshafen a/Rh., represented by its Vorstand, ("I.G.")
the following

agreement

was concluded.

Pursuant to order OKH - Wa J Rd 9 VII NO. 247-0113/38 of 14 December 1938 - IG has undertaken to convert and expand its plants in Wolfen and Bitterfeld for the purpose of making provisions for an additional mobilization capacity of ammonium nitrate. The costs of this plant expansion amount to 495,000 RM, according to the estimate submitted and examined. In view of the fact that this plant conversion would obviate the construction of a separate ammonium nitrate plant as stand-by plant, the OKH is prepared to facilitate the financing of this undertaking, under the following stipulations:

Article 1.

The OKH will pay to IG a non-recoverable public subsidy amounting to the full amount of the expansion costs.

The payment of the public subsidy will be made in such installments as are necessary for IG to make on its part the payments needed for the plant conversion, and in accordance with the provisions of the Law governing the Financing of National Political Tasks of the Reich (New Financing Plan) of 20 March 1939.

(page 2 of original)

The actual amount of the subsidy will be determined, on the basis of the final calculations to be made after the plant expansion has been completed, by an agreement of the parties to this contract.

Article 2.

The subsidy may only be used to install the apparatus listed in the estimate as necessary for the expansion project.

IG undertakes to provide for the apparatus (the additional installations) which are the subject matter of this contract always being easily distinguishable from the original installations and for the costs for this new apparatus to be entered separately in the books.

The OKE undertakes to obtain the approval of the Reich Minister of Finance for a depreciation of 100% of the subsidy to be allowed on the additional installations, such depreciation to be recognized as permissible for income tax and corporation tax purposes as well.

Article 3.

IG undertakes to pay, for every ton of ammonium nitrate produced in the installation concerned, to OKE a royalty up to the amount of the subsidy granted by OKE. This royalty represents a proportion of the depreciation of the subsidized installations plus 5% interest on one half of their cost-price, the rate of depreciation being stipulated at 5% for the buildings and 10% for the machinery. This royalty is to be paid regardless of whether the products are being used by IG itself or are delivered to third parties or to the OKE.

The payments as set forth in paragraph 1 are to be made, at the end of every quarter,

(page 3 of original)

to the account of the OKE Economic Office (Wirtschaftsstelle) at the Reich Bank Branch in Berlin-Charlottenburg, Leibnizstrasse.

Article 4.

At the expiration of this agreement, the contracting parties will jointly ascertain, taking all circumstances in consideration, what value, if any, the subsidized installations still remain to IG for a reasonable period to come. When making this evaluation, the interests of IG are to be justly and fairly safeguarded.

IG undertakes to pay to OKE the value determined under paragraph 1 minus the payments for depreciation made to OKE under article 3 up to the expiration of this agreement. At the appropriate time, the type of payment shall be determined in a separate agreement.

The basic idea of this regulation is that OKE granted IG this subsidy in order to establish a plant necessary for the defense of the country which IG at the time this agreement was concluded could not be expected, to erect with its own means.

For the duration of this agreement IG is not entitled to accumulate reserves for the purposes mentioned in paragraphs 1 - 3.

As security for the amount to be refunded under paragraphs 1 and 2, IG hands to OKE a guaranty signed by the Deutsche Leanderbank AG, Berlin, and covering one fifth of the public subsidy. The guarantor must waive all claims pertaining to the cancellation of the guaranty, to the settlement by making counterclaims and to the objection that the debtor was not sued first. (articles 770, 771 Reich Civil Code).

Article 5.

IG undertakes to maintain, with the diligence and care of a good business man, at all times and at its own expenses, the additional installations in a workable condition up to the capacity as projected.

(page 4 of original)

IG is authorized to use partly the additional installations, with the

proviso resulting from article 3, for its own purposes insofar as the technical connection of the additional installations with the original apparatus makes such use advisable, and under the condition that such use is detrimental, neither as to delivery dates nor as to quality, to the orders given by the Wehrmacht.

Article 5.

The representatives of OKH and of the Audit Court (Rechnungshof) of the German Reich are entitled, whenever they deem it necessary for controlling the execution of this agreement, to examine all IG books and to inspect the installations forming the subject of this agreement.

Article 7.

IG undertakes to keep secret the correspondence related to the entire extension program as well as all data referring to it, and to inform of details only such persons as have to be employed directly or indirectly with the execution of this agreement, and to do this only to the absolutely necessary extent.

Those persons must undertake to keep strictest secrecy, they have to be told that any violation of the secrecy obligation could lead to charges and trial under articles 88 to 93 a, 93 c Reich Penal Code. Insurance contracts, with the exception of those mandatory under the law, require for reasons of secrecy the express authorization of OKH.

Article 8.

Lawsuits resulting from this agreement, regardless of the amount involved, have to be filed with the Berlin District Court.

(page 5 of original)

Both parties must apply, at the very begin of the proceedings, for the case to be heard in camera, for all persons concerned with the case to be sworn to secrecy, and for the files and documents to be safely kept under lock and key.

Article 9.

The provisional order mentioned in article 1 shall form an essential part of this agreement; this means that neither contract can be amended or cancelled without the other being amended or cancelled as well.

Article 10.

The subsidy granted by OKH to IG under this agreement does not come under Chapter V, article 1 of the first part of Reich President's Decree for the Stimulation of Economy, dated 4 September 1932 (Reich Law Gazette 1932, page 435).

Article 11.

This agreement comes into force as soon as both parties have signed it. One year's notice may be given for the 31 March of any year, at the earliest for the 31 March 1954.

Article 12.

The fees for drawing up this agreement are to be borne equally

by OEH and IG.

(page 6 of original)

Of this Agreement, three copies were made. Two copies are to be handed to the OEH, and one copy to IG.

Berlin, (date)

Ludwigshafen/Rhine, 13 July 1939.
I.G. Farbenindustrie AG
SCHAFF

CERTIFICATE OF TRANSLATION

I, WALTER K. GALEWSKI, ETO #20145, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. NI-14251.

WALTER K. GALEWSKI,
ETO #20145.

E N D

Cover
sep. 26

Exh # 21320

TRANSLATION OF EXCERPTS OF DOCUMENT No. NI-14039
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

(trans.note: handwritten: 11/6-21)
Confidential

M i n u t e s
of the Conference of the Photo Management in Berlin on
8 Jan 1941.

Present:

| | | |
|-------------------|--------------|---------------------|
| Dir. Dr. Gajewski | Dir. Otto | Dir. Dr. Alvers |
| Dir. Dr. Kleins | Dir. Uhl | Dir. Dr. Lingg |
| Dir. Dr. Müller | Dir. Feindel | |
| Dir. Dr. Hofmann | Heinrich | (trans.note: |
| | Loelter | (initial: G) |
| | Dr. Rahts. | (stamp: Secretariat |
| | | Dr. Gajewski |
| | | Rec: 23 Jan 1941. |
| | | 77215) |

1. Report of Sales Department.

Dir. Otto reported especially about Kodak, that both the Berlin and the Paris Companies have been made into American companies. He said that the production in Vincennes, the figures about which had become known to us, amounts to less than 10% of the production of the Film Factory. The manufacture of paper only amounts to 600000 qm per year. At our instigation difficulties are being made for Kodak, so that Kodak is not able to supply unoccupied France and the rest of Europe from Paris. With regard to Gevaert the situation is such that the factory in Antwerp is working at 30% of capacity. Gevaert is to be forced to increase its prices in several stages to bring them to our level. According to the latest information, Gevaert has already transferred the main seat of its companies to Williamstown in the United States.

(page 6 of original)

signed Dr. W. Rahts.

distributed to participants only.

CERTIFICATE OF TRANSLATION

I, Dorothea L. GALEWSKI, ETO #34079, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of excerpts of Document No. NI-14039.

Dorothea L. GALEWSKI,
ETO #34079.

E N D

Case 6
sep gush,
96

Exh # 4321

TRANSLATION OF EXCERPTS OF DOCUMENT NI- 13084
OFFICE OF U.S. CHIEF OF COUNSEL
FOR WAR CRIMES.

On the strength of the oral (Translator's note: the word "oral" has been stricken out by pencil in the original copy) discussions which took place in Paris, on 20 and 30 November 1940, the following agreement was entered into between the firms

BAYER I.G. Farbenindustrie A.G. Leverkusen
hereinafter referred to as "BAYER", on one side, and the firm
Société des Usines Chimiques RHONE-POULENC, Paris,
hereinafter referred to as "RHONE-POULENC", on the other side:

.....

(page 4 of original)

.....

12/ The agreement will take effect on 1 December 1940, and is binding on both parties from the day of its being signed - depending, however, as far as "BAYER" is concerned, on the approval of the competent German authorities.

The conclusion of the present agreement does not eliminate the fundamental German demand for economic interlocking. (Translator's note: the last words "eliminate the fundamental German demand for economic interlocking" have been stricken out in the original copy and replaced by the following words written in long-hand: "affect the fundamental German demand for organizational measures for the safeguarding of the market regulation held necessary by Germany".)

Paris, December 1940.

.....

CERTIFICATE OF TRANSLATION.

I, ELVIRA RAPHAEL, AGO B 397972, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of excerpts of Document No. NI-13084.

12 April 1948

ELVIRA RAPHAEL
B 397972.

Pros.
Case 6
& up list

Exh # 2322

TRANSLATION OF EXCERPT OF DOCUMENT NI-15196
OFFICE OF THE CHIEF OF COUNSEL FOR WAR CRIMES

(Page 3 of the original)

864700
Membership No. 8400982 First and Last Name: Draeger, Dr. Hans
Born: 3-4-96 Town: Malchow
Position: Vice-President Single - Married - Widowed
Joined: 1-1-33 Address: Berlin Karlshorst,
Prince Joachimsstr. 4
Resigned: Town Group: Brown House
Gau: Reich Central Office
Joined Again:
Address:
Town Group: Gau:
(Handwritten)
Mr. and date of joining change according
R. (illegible name) IX. 34 Address:
Town Group: Gau:
Address: Berlin Prince Joachimsstr. 4 (illegible signature)
Town Group: Berlin Gau: Berlin Address:
Town Group: Gau:
(illegible handwriting) 12.3.36
Address: Berlin W 35 Margaretenstr. 17
(illegible handwriting)
Town Group: Brown House Gau: Reich Leadership Office
According Brown House February 37
illegible initials

TRANSLATION CERTIFICATE

I, Henry Birnbaum, D-229216, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of excerpt of document NI- 15196.

Henry Birnbaum
D-229216

Pross,
Case 6
Sp. 1/2

Exh # 2323

TRANSLATION OF DOCUMENT No. NI-10907
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

A.L. Fuerstengrube

Fuerstengrube, 7 December 1944

Re: light duty detail for invalids

To Herr DUELLBERG, Mining Assessor,
Fuerstengrube, Altanlage (Old mine)

On the occasion of your recent visit to the South Camp, you authorized the setting up of a light duty detail which was to consist of prisoners who, as a result of a mining accident, can, temporarily or permanently, be employed only for light duties. At the present moment, we have about 5 such prisoners, according to the enclosed list.

In order to obtain the consent of the rationing board and the plant management we ask that you send us a letter giving us your point of view or that you give direct instructions to the plant management.

The Camp Leader

Illegible
SS-Obersturmfuehrer

Handwritten notes; Dir. Thelma?
in basic agreement
Illegible.

(page 3 of original)

| <u>Prisoner's number</u> | <u>First and last name</u> | <u>date of accident</u> | <u>Medical report</u> |
|--------------------------|----------------------------|-------------------------|--|
| 163948 | Maurice TOOPMAN | 9 Aug 1944 | Compound fracture of fore-arm. |
| R-6904 | Chaim FIALLER | 24 Oct 44 | Open, compound fracture of left leg and smashed foot. |
| A-4152 | Nano LESTER | 5 Sep 44 | Contusion of the pelvis. |
| 141237 | Pinkus KOMALSKI | 17 Nov 44 | Metatarsal fracture. |
| 174634 | Ilja POGSAR | 15 Nov 44 | Compound fracture of right fore-arm, bruise and hemorrhage in the lumbar region. |

2) What kind of work will these people be given?

TRANSLATION OF DOCUMENT No. NI-10907
CONTINUED

CERTIFICATE OF TRANSLATION

23 April 1948

I, Rose WEAVER, 201 10, hereby certify that I am a duly appointed translator for the German and English languages and that the above is a true and correct translation of the document No. NI-10907.

Rose WEAVER
201 10

-2-
"END"

Probs.
Case 6
R

Ed. #2324

TRANSLATION OF DOCUMENT NO. NI-15199
OFFICE OF THE CHIEF OF COUNSEL FOR WAR CRIMES

Excerpt from

"Who's who?"

founded and published by

HERMANN A. L. DEGENER

10th Edition

1935

Publishing House Hermann Degener Berlin

Page 318:

DEADGER, Hans E. H. F. W., Dr., Phil. H. O., Vice-President of the Working Committee of German Associations. - born 3.IV.96; Malchow, i.M.-
Father: Hermann D., Cloth Manufacturer; Mother: Berta Buening. - Graduated High School; Studied Government Science, History, and Philosophy, University of Berlin; Two years active in World War; 1 January 1920 to 31 March 1931 Specialist with Rhenaian Welfare Organization; from 15 September 1931 unofficially with Working Committee German Association; from 1 July 1933 Business Manager Vorstand Member i.e., Vice-President; Since 1930 Manager of the Karl Schurz Association; foreign political associations; Department head in the Military Policy Office of the NSDAP,...

CERTIFICATE

I, Yvonne A. Schwarz, ETO #20108, certify that the above is an exact and true excerpt from the book: "Who's Who", founded and published by Hermann A. L. Degener, 10th edition. Publishing House Hermann Degener, Berlin.

YVONNE SCHWARTZ
ETO. NO. 20108

TRANSLATION CERTIFICATE

I, Henry Birnbaum, D-239216, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document No. NI-15199.

Henry Birnbaum
D-239216

-1-

END

(Page 1 of the original continued)

received subsidies from any sources other than those named herein. The principle source of funds for the Association came through solicitations made by Ilgner.

3. Approximately from the beginning of 1938, a representative of the Foreign Office (Geheimrat Freytag - advisor on American affairs in the Foreign Office) and of the Propaganda Ministry (von Feldmann - advisor on American affairs in the Propaganda Ministry) were invited, attended and participated in the regular conferences held by the Executive Board of the Carl Schurz Association consisting

(Page 2 of the original)

of Hans Draeger, myself, Carl Bertling, von Meibom, treasurer (connected with the Hamburg America Line in Berlin) and Koethe, treasurer (connected with the North German Lloyd). Prior to that time the representatives of the Foreign Office and the Propaganda Ministry were kept informed of the general activities of the Carl Schurz Association by me, Dr. Draeger or Ilgner through personal conferences that took place from time to time approximately every four weeks.

4. Whenever any problem of importance arose regarding the policy and management of the Carl Schurz Association, Ilgner was consulted for his decision. Ilgner's participation in the affairs of the Carl Schurz Association did not change or diminish in any way throughout the period between 1933 and the outbreak of the war against the U.S. Of course, his active participation in the affairs of the Carl Schurz Association was somewhat curtailed because of his frequent and extended absences. However, whenever Ilgner returned from his trips, he was informed of all of the important decisions that had been made by the Association during his absence. I have no recollections of Ilgner having expressed any objections to any of the decisions which had been made in his absence.

COPY OF DOCUMENT NO. HI - 15206 continued
OFFICE OF THE CHIEF OF COUNSEL FOR WAR CRIMES

(Page 3 of the original continued)

I have carefully read each of the two pages of this declaration and have signed them personally. I have made the necessary corrections in my own handwriting and initialed them and I declare herewith under oath that I have given the full truth to the best of my knowledge and belief.

Handwritten signature -- Emil de Haas --
Emil de Haas

Sworn to and signed before me this 18th day of February 1948 at
Munberg, Germany by Mr. Emil de Haas, known to me to be the person
making the above affidavit.

Handwritten signature - Henry Birnbaum - - - -
Henry Birnbaum
AGO #D-229216
Office of Chief of Counsel
for War Crimes.

CERTIFICATE

I, Henry Birnbaum, D-229216, hereby certify that the above is a true
and correct copy of Document No. HI-15206.

Henry Birnbaum
D-229216

-3-

END

Erh # 2326

Confidential!

dh/N.

1 December 1938

File Memo

Today I was asked to the Ministry of Propaganda and was authorized by Herr Baron in the name of the Ministry to apply to our local telephone exchange for delivery of a telephone with a secret number for my office as soon as possible. The expenses of this installation will be borne by the Ministry. Herr Baron explained that the installation of this telephone was meant for mobilization, in order to ensure that in case of emergency I could be reached from the Propaganda Ministry at any time, as I was to consider myself as claimed by the latter.

(Trans. Note: Various illegible handwritten marginal notes.)

(Page 2 of original)

dh/N.

12.12.1938.

To the

Confidential!

Telephone Exchange East
Attention Oberpoststrat Scholz,

B e r l i n - C.2,
Spandauerstr. 13/14,
Office.

Dear Herr Oberpoststrat Scholz,

With reference to our telephone conversation of today and after consulting Oberpoststrat Steffen, Reich Post Directorate Berlin, we are sending you enclosed the application for establishment of a main connection with a secret number. According to our letter of 2 inst. this connection is to be made at the request of the Reich Ministry for Public Enlightenment and Propaganda in case of mobilization.

In this connection Oberpostrat Steffen again pointed out the necessity of maintaining absolute secrecy about this.

Heil Hitler !

Yours very faithfully

(initial D for Draeger)

Dr. Draeger
Vice-President

- 2.) enclose application.
- 3.) seen by messenger.
- 4.)

(Page 3 of original)

ah/s.

15 December 1938

Secret!

To the

Reich Ministry for Public Enlightenment
and Propaganda

Attention Herrn S a r o n

Berlin W 8
Wilhelmsplatz 8/9

Dear Herr Saron,

In the matter regarding the establishment of a telephone connection to the Vereinigung Carl Schurz in case of mobilization, I am herewith informing you that the Telephone Exchange will carry out the necessary work next week. The connection will have the secret number 22 61 81.

Heil Hitler!

Yours very faithfully

(initial D for Draeger)

Dr. Draeger
Vice-President

CERTIFICATE OF TRANSLATION

I, DOROTHEA L. GAL (SNI, No. 34079, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document No. NI-14316.

- End -

Case
sp. 8-11-36

Exh 4 2327

TRANSLATION OF DOCUMENT No. 51-14536
OFFICE OF CHIEF OF COUNSEL FOR WAR
CRIMES

EAE/H

Confidential (no copies)

22 April 1936

(illegible initial)

FILE MEMO

To-day I visited Herr Hasenachrl in the Propaganda Ministry and informed him that I have been commissioned to ask him for instructions about the future attitude of the Vereinigung Carl Schurz towards its honorary member, Dr. ECKNER, in view of the latest events. Herr Hasenachrl informed me that as far as he knew himself, the matter had been settled. In my presence he however inquired again by telephone from the Press Chief in the Ministry, Herr Bernitt, who told him that probably a satisfactory settlement of the case would be reached through the intervention of the Air Ministry, since Dr. Eckner had also shown his willingness to apologise. A decision about this was expected by the beginning of next week. Herr Hasenachrl asked that therefore the case should be delayed and nothing undertaken. He is going to call me up at the beginning of next week to let me know the results of the negotiations of the Air Ministry.

(signature) Edt Haas (?)

(trans. note: handwritten marginal note:
would like report at appropriate time
2 May 1936 illegible initial)

(page 2 of original)

EAE/H

30 April 1936

(illegible initial)

FILE MEMO

Re: Dr. Hugo Eckener

To-day Herr Hasenachrl of the Propaganda Ministry informed me by telephone that the Dr. Eckener affair had been solved satisfactorily and that he would therefore ask me not to do anything in the matter. The difficulties which had arisen had been eliminated through the intervention of the Air Ministry. Although it is not intended to honour Dr. Eckener now, the problem can be considered as solved so that there is no need for any special rules of conduct.

(signature) Edt Haas (?)

(trans. note: stamp: to the files 25 May 1936.)

CERTIFICATE OF TRANSLATION

I, DOROTHY L. GALEWSKI, ETO #34079, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. 51-14536.

DOROTHY L. GALEWSKI,
ETO #34079.

END

Case 6
Pro Dir.
sep
R

EXH #2328

TRANSLATION OF EXCERPTS No. NI-10532
OFFICE OF CHIEF OF COUNSEL FOR WAR
CRIMES

(handwritten):
Gute Hoffmings Grube

(stamp)
Fuerstengrube Grube
Administration, Kattowitz
Rec'd: 14 September 1943
Acted on: 9960/1

Economic Group Hard Coal Mining
Upper Silesia
To the Economic Group Mining
within the field of the
Gen Economic Chamber Upper Silesia

Gleiwitz, 13 September 1943
Telephone: 3451

Accession No.
7424/43
Cl/Gl.

To the
Administration Dombrowa and Jaworzno
and those administrations which employ
English prisoners of war.

Subject: Labor Allocation of English Prisoners of War.

The Economic Group Coal (Reichvereinigung Kohle) and the Gen Labor Office Upper Silesia inform us that a considerable number of English Prisoners of War are available for employment in the Upper Silesian Hard Coal Mines. We think it correct of the mines in the Dombrowa and Jaworzno sector now request English Prisoners of War via the District Administration as far as housing is available.

In the other districts we think it correct to fill up the housing which so far was reserved for English Prisoners of War.

We request to be informed by 18 September 1943 what number of English Prisoners of War we should request for you.

Therewithal:

Gl e a s s o n

CERTIFICATE OF TRANSLATION

I, John J. BOLL, APO A-44412, hereby certify that I am thoroughly conversant with the German and English languages; and that the above is a true and correct translation of Document No. NI-10532.

John J. BOLL
APO A-44412.

B B B

Case 6
sp 1/2
H

TRANSLATION OF DOCUMENT No. NI-10528
OFFICE OF CHIEF OF COUNSEL

E-4 # 2329

To the
District Group for Bituminous Coal Mining
Upper Silesia of the Economic Group Mining
Gleiwitz, Upper Silesia

stamp: Gute Hoffnung
colliery,
Bibitz U.-S.
Rec.: 17.9.
Finished:
9960/--

15 Sept 1943

Duo/No 15

Your letter of 13 Sept 1943, Daybook No. 7421/43/C1/G1.

In reply to your letter of 13 Sept 1943 we wish to inform
you that we do not intend to employ British prisoners-of-war
in our colliery "Gute Hoffnung" (bit. coal), since we are already
using inmates.

Glueckauf and Heil Hitler!

THE TEMPORARY OFFICIAL ADMINISTRATOR
(Kommissarischer Verwalter)
F U E R S T E N G R U B E
Company with limited liability

stamp: sgnd. ppa Ottersmann sgnd. ppa. Duellber

CERTIFICATE OF TRANSLATION

I, DOROTHEA L. GALEWSKI, ETO. NO. 34079 hereby certify that
I am thoroughly conversant with the English and German languages;
and that the above is a true and correct translation of
Document No. NI10528.

DOROTHEA L. GALEWSKI
ETO. No. 34079.

Canal
sep
1/6

TRANSLATION OF DOCUMENT No. NI-13525
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

Exh # 2330

Dr. Otto AMBROS
I. G. Farbenindustrie
Aktiengesellschaft

Indwigahafen A.R., 5 November 1938
Telephone 6426 Dr. Schoe/S
(handwritten)
2/11

To
Director Dr. Krauch

c/o Reich Office for
Economic Development

Berlin W2
Saarlandstr. 128

- (stamp); SECRET 4
1. This is a state secret within the meaning of paragraph 88, Reich Legal Gazette.
 2. To be forwarded only in envelope. If forwarded by mail, send "registered".
 3. To be stored at the responsibility of the recipient and to be locked up.
- (handwritten initial)
(stenographic notes):
returned from Berlin
on 3 November 1938.

Hexogen...

Dear Dr. Krauch:

In the course of our collaboration with Messag, we inspected recently the testing plant in Hlanig and we had a thorough discussion as to what further steps of development are now to be recommended. Since, in connection therewith, certain problems within the field of nitric acid play a part, I instructed Dr. Schoenemann to call on you in the near future and to report to you about the entire project, and especially to ask for your opinion in regard to the nitrogen problems and to ask for your kind support by means of collaboration with Oppau. Dr. Schoenemann will contact your office in regard to the time of the appointment.

With best wishes and

Heil Hitler
I remain, sincerely yours,
(signature) Otto Ambros

(handwritten note):
Tuesday 15 November 1938

(stamp):
Registered

CERTIFICATE OF TRANSLATION

I, JOHN J. BOLL, ADO #A-464412, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. NI-13525.

JOHN J. BOLL,
U.S. Civilian,
ADO #A-464412.

E N D

Case 6
up 6

Exh # 2331

TRANSLATION OF DOCUMENT No. NI-15021
OFFICE OF CHIEF OF COUNSEL FOR WAR
CRIMES

DEGESCH
Deutsche Gesellschaft fuer Schadlingebekampfung m.b.H.
DEGESCH (16) Friedberg/H. Postfach 98 RS No. O/0675/5448

To
Generaldirector
Bernann Schlosser
Degussa Bureau
Wechtersbach/Schlosser

Address: Degesch
(16) Friedberg/H.
P.O.B. 98
Telephone: 4107
Telegram address: Degesch
Telegrams: All codes
Postal check account:
48574 Frankfurt/Main
Friedberg/H.

Your ref. Your letter of Our ref. Date:
K/Sp. 20 March 1945

(handwritten) Initial 23 March 1945 Schl/Pl.

In connection with the copy of our letter of 7 March 1945 to the firm
Th. Goldschmidt A.G., Essen, which we sent you, enclosed please find
copy of the answer of this firm for your information.

Heil Hitler!
Deutsche Gesellschaft fuer
Schadlingebekampfung m.b.H.
(signature) Kaufmann (signature) Amund
(page 2 of original)

TH. GOLDSCHMIDT A.G.
Elektrochemische Werke
Telephon: 27006 Halle (Saale) New Telephone line: 48575 Telegram
address: Elektrochemie Halle/Saale- Postal check account: Essen 2612.
Railroad deliveries: Amendorf near Halle/Saale, own tracks - Code:
A.B.G. 5th and 6th edition- Chairman of the Aufsichtsrat: Dr. Bernhard
Goldschmidt, Kiel, Vorstand: Dr. Theo Goldschmidt, Chairman: Hermann
Cordes, Dr. Erich Wiedbrauck.

Register No. O/0321/0005

To
Degesch
Deutsche Gesellschaft fuer
Schadlingebekampfung m.b.H.
(16) Friedberg/Hessen

I.G. Farbenindustrie A.G.
"F A Y E R"
(32) Leverkusen-I.G. Werk

Degussa
Deutsche Gold- und Silbers-
cheidanstalt
(16) Frankfurt/Main

Your ref. Your letter of Our ref. AMENDORF (Saalkreis)
Dr. G/Ka. 1 March 1945

(handwritten) Initial 23 March 1945 Schl/Pl.

Concerning:

I acknowledge receipt of your letter dated 7 February cr. and in
accordance with it I am awaiting the opinion of the two partners
concerning my suggestion.

TRANSLATION OF DOCUMENT No. NI-15021
Cont'd

I see from your letter that the problems I raised were already taken up in an exchange of ideas between you and the I.G.

Considering the small participation of my company, the management is, of course, always covered if it is in agreement with the two big partners. Nevertheless, I would consider it a favor to my company, and it might be useful for Degesch, if principle problems were equally submitted by you to all partners.

Heil Hitler!

(signature) Dr. Theo Goldschmidt

May I ask you kindly to forward the enclosed two letters to I.G. and Degussa.

CERTIFICATE OF TRANSLATION

I, Emy ROSENBERG, ETO #20076, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document No. NI-15021.

EMY ROSENBERG
ETO #20076

Case 6
sp. 1
p. 1

Exh # 4331

A F F I D A V I T

I, Dr. ANTON REITHINGER, Muenchen-Bogenhausen, Ismaningerstr. 64 III, after having first been warned that I will be liable for punishment for making a false statement state herewith under oath, of my own free will and without coercion, the following:

1. Establishment of WIFO

Dr. HEINRICH GATTINEAU was either one of Carl BOECH's or Carl DUISBERG's secretaries, at Ludwigshafen or Leverkusen from about 1925 until 1933. GATTINEAU went to ILGNER, an ambitious man, who belonged to a group of young, ambitious I.G. procurists and directors such as E.R. FISCHER and H. HUETEFISCH. ILGNER and GATTINEAU were particularly anxious that I.G. Farben's relations with the Nazis were good so that the prominent position of I.G. in public and commercial life might not suffer any damage.

In their own considerations the fact that good connections with the Nazi Government might be useful not only in regard to the further development of I.G.'s great technical projects such as synthetic fuel, buna and other synthetic materials but also in regard to their mass production probably played a part. GATTINEAU had close relations with leading Nazis, such as the leader of the SA (Stormfuehrer LUDST) and the head of the Auslands Organization ROHM. GATTINEAU and ILGNER decided that it would be good to establish an organization in Berlin which would make good connections for I.G. with the Nazis. Since GATTINEAU consented that the organization should be under ILGNER, ILGNER who was an opportunist pushed for its establishment. As a result of their efforts, the Wirtschaftspolitische Abteilung, known as WIFO, was formed in 1933 to act as intermediary between I.G. Farben and the Nazi Government.

2. Selection of GATTINEAU to head WIFO (ILGNER's Nazi Connections)

The SA-Standartenfuehrer (Colonel) GATTINEAU was chosen to head WIFO because he had good connections with the Nazis. He was friendly with Stormfuehrer LUDST who was the leader of the SA in Berlin. At that time which was before the Roehm affair of 30 June 1934, the SA was the most important para-military

(Page 2 of original)

organization which Hitler relied on as his instrument of power. Since the SA had police powers at that time, for Farben it was the best protection to have good connections with the SA. GATTINEAU also belonged to the crowd of people who attached themselves to Roehm, Chief of the SA; GATTINEAU also knew Reinhardt, who was then in the Ministry of Economics and later became Chief of the trade section in the same Ministry. I cannot name all the Nazis GATTINEAU knew at that time but later on he expanded his acquaintances with the Nazis and got to know influential people in the NSDAP and the government. Beginning in 1933 GATTINEAU introduced ILGNER to everyone GATTINEAU knew in the NSDAP. Beginning in 1934 ILGNER established his own relations with prominent and influential people in the government and party. ILGNER established relationships with everybody that he thought could come to power or could have influence. He knew Goebbels, but it was hard to remember everybody else that he knew because many of these men lost their influence later on. In later years ILGNER knew well Funk, Schacht, the leading officials of the Reichsbank, of the Auswaertiges Amt (Foreign Office) and of the important

ministries and party organizations. He knew Gauleiter Bohle of the Auslands Organization and most of the members of the staff of the Auslands Organization. ILGNER knew OHLENDORF, Chief of the SD (Gestapo) very well, and many others.

GATTINEAU too knew all these people; when he was a student in Munich, he had joined the Nazi Party in 1921 or 1922 or the Bund Oberland, which participated in the Munich Putsch of 1923 and which later joined the SA as a body. In 1933, GATTINEAU renewed his Party and SA membership. GATTINEAU tried to get my organizations, Volkswirtschaftliche Abteilung, known as VOWI, into his organization from the very beginning. His continual attempts and later those of the Security Officer of EW 7, the SS Lieutenant and SD-man VON DER HEYDE (WIPO's liaison officer to the OMW and SD) to extend their jurisdiction over VOWI caused much friction between the two organizations. They went so far that I tendered my resignation to the Vorstand in Frankfurt in 1934 or 1935. One member of the Vorstand in Berlin, Hermann SCHMITE, and one member of the Vorstand in Frankfurt, Prof. Erwin SELOK, were responsible for me.

(Page 3 of original)

As a practical matter, ILGNER supervised my activities; but ILGNER was at that time in Africa so I went to SELOK, who promised I would not be put under WIPO and did not accept my resignation.

3. Activities of WIPO:

The Wirtschaftspolitische Abteilung, Division of Economic Policy, known as WIPO, was responsible for all contacts with and reports to the Party, Government and the Wehrmacht. WIPO handled all business matters for Farben which required arrangements with the government such as obtaining export permits, and handled various problems with the Auslands Organization concerning our foreign representatives in foreign countries. The WIPO under GATTINEAU also had to maintain liaison with the Auslands Organizations. Since 1933 the Auslands Organization tried to get various foreign representatives of I.G. Farben dismissed either because they were "non-Aryan" or because they were not up to their Nazi standards. As some of these people were rather important to the I.G. organization, at first it was ILGNER's and GATTINEAU's job to try and play various offices of the Nazi Government against another so that a settlement advantageous to I.G. could be reached. Their arguments were that these representatives helped the German foreign trade and helped bring in the foreign currency essential to the Rearmament program. About 1937, however, the struggle was finally decided in such a way that I.G. conformed to the wishes of the Auslands Organization; and dismissed these unwanted persons. The Vorstand was informed of these personnel questions; and in this particular case made the decision to dismiss unsatisfactory people and non-Aryans abroad. GATTINEAU tried to establish a monopoly on relations with the Auslands Organization which were rather confused at first.

Reports that were turned in to the BdKa by the Verbindungsmänner abroad were also used by WIPO in its relations with government and party agencies. Whatever was interesting in these reports always found its way to WIPO. Since the beginning of the war, WIPO compiled periodical reports for the meetings of the KA which was assembled on the basis of the monthly reports of the Verbindungsmänner. This report was passed on to the Vorstand and probably to the in-

(Page 4 of original)

terested government agencies such as the Wehrmacht, (presumably to the Abwehr, Major BLOCH). It can be assumed that reports went to the Reich Economic Ministry and probably to the Auslands Organization. Contained in these reports

was information on economic and political subjects. I never saw any of WIFO's periodical reports. Dr. FRITZ TERHAAR who replaced GATTINEAU in the WIFO in 1938 kept them very secret. I only saw three or four times copies of the reports of the Verbindungsmann in Bulgaria, so I cannot say exactly what the reports contained.

GATTINEAU left the WIFO at the end of 1937 and went to Dynamit A.G. in Freseburg as the Commercial Director which was a leading position. Knowing GATTINEAU I think he left Berlin because he saw trouble coming. On the one side, he continued to cultivate his relations with the Nazis and on the other side he wanted to get himself into a safer location, more removed from the center of things.

Dr. FRITZ TERHAAR took Dr. GATTINEAU's place as head of WIFO. He was one of the cleverest men I ever knew. He was an excellent journalist and had been at Geneva reporting on the League of Nations. I don't know how he got GATTINEAU's job. He had the same good connections with the Government that GATTINEAU had. I saw TERHAAR on the average of once or twice a week but he did not discuss detail of WIFO's activities with me.

TERHAAR tried to get the BdKA under its jurisdiction, because there were many clashes as to competence in various fields between WIFO and the BdKA. The WIFO succeeded in this during the war; and absorbed the BdKA.

(Page 5 of original)

I have carefully read each of the 5 pages of this declaration and have signed them personally. I have made the necessary corrections in my own handwriting and initialed them and I declare herewith under oath that I have given the pure truth to the best of my knowledge and conscience.

(Signed) Dr. ANTON REITHINGER

Sworn to and signed before me this 29 day of January 1947 at Nuernberg, Germany, by Dr. ANTON REITHINGER known to me to be the person making the above Affidavit.

(Signed) OTTO VERRER
U.S. Civilian # 444385
Interrogator
Office of Chief of Counsel for
War Crimes - U.S. War Department

CERTIFICATE OF TRANSLATION

(date) 29 January 1947

I, Otto VERRER, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of the Document No. NI-3763.

OTTO VERRER
U.S. Civilian # 444385
U.S. War Department.

(Page 1 of the original)

Exh 4 2333

Dr. Georg Luettke

Berlin W. 35, 7 June 1933
Matthaeikirch Street 10
Telephone: Rufarat 9401

Regierungsrat
Dr. A. Reithinger
I.G. Farbenindustrie

HEILIGE W-7
Unter den Linden 78

Dear Herr Regierungsrat:

In view of the changed attitude of our people which has in the meantime taken place in all important fields of life, it has been suggested to clarify for our monthly round table meeting the unified national basis, as far as the regular participants are concerned. The simplest way to reach this aim is probably by a brief question to the individual gentlemen, whether under the prevailing circumstances they would like to continue to receive the monthly invitations. By "unified national basis" I mean that the members are ready to cooperate positively with the state on the basis of the facts created since January 30. Aside from that it is left to them whether they want to do that within the framework of the party which defends this point of view, or whether they want to do it as individuals without membership in such a party.

This request is being sent to you upon the suggestion of a small circle of gentlemen who have been dealing with the question. In sending it to you I wish to emphasize that identical letters are being sent to all the gentlemen who have been regularly invited.

If to my regret I should not receive within a week an affirmative answer from you, I shall assume, in order to settle the matter as simply as possible, that you do not wish to receive further invitations.

Very truly yours,

Signature....Luettke

TRANSLATION OF DOCUMENT NO. NI-15145 cont'd
OFFICE OF THE CHIEF OF COUNSEL FOR WAR CRIMES

(Page 2 of the original)

Regierungsrat retired
Dr. A. Roithinger
I.G. Farbenindustrie A.G.
Economic Archive

8 June 1933

Dr. Georg Luettke

Berlin W. 35,

Matthaeikirch Street 10

Dear Dr. Luettke:

It is a matter of course that I as a combat veteran am standing on the national basis and that I should like to continue to receive the monthly invitations of your circle.

To my regret I was only rarely able to accept your invitations during the last months, because I was away continually. Instead it was at least possible to explain and advertise the German cause successfully to our friends in America and especially in New York, from where I have returned yesterday.

I.G. Farbenindustrie A.G.
Economic Archive With best regards,

your
Dr. Georg Luettke

Berlin W. 35,

Matthaeikirch Street 10

TRANSLATION CERTIFICATE

I, Edward J. Stevens, U.S.Civ. D-428172, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document NI-15145.

It is further certified that I am a native-born American citizen and that I am not a member of any organization which advocates the overthrow of the Government of the United States.

-3-

To my regret I was only rarely able to accept your invitations during the last months, because I was away continually. Instead it was at least possible to explain and advertise the German cause successfully to our friends in America and especially in New York, from where I have returned yesterday.

your
Dr. Georg Luettke

TRANSLATION CERTIFICATE

I, Edward J. Stevens, U.S.Civ. D-428172, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document NI-15145.

RETURN TO: [illegible]

Case 6
up
g

TRANSLATION OF DOCUMENT NO. HI-15146
OFFICE OF THE CHIEF OF COUNSEL FOR WAR CRIMES

Exh # 2334

(Page 1 of the original)

Copy

I. G. Frankfurt

To
Central Finance Administration
Attention: Dr. Krueger

Berlin ~~SM~~ 7

Our Ref. day
Dycstuffs Orient V./H. 13 September 1933

Re: Trip of Kommerzialrat Roth with Messrs v. Moellendorf and
Dr. Roithinger

We are transmitting to you herewith copy of a letter which we have, on the basis of our telephone conversation with Dr. Krueger, sent to our delegate for Turkey, Dr. Moenius. Letters with the same text, but without the postscript which is intended only for Mr. Moenius, have been sent also to the manager of "Athenil", Athens, Mr. G. M. Schlagdenhanfen, and to the manager of "Voda", Sofia, Mr. Otto Danner.

I. G. FARBENINDUSTRIE AKTIENGESELLSCHAFT

(Typed) Signed: Voigt Signed: Hoppen

1 Enclosure

(Page 2 of the original)

Copy

I. G. Farbenindustrie Aktiengesellschaft, Frankfurt (Main) 20

Mr. Hans Moenius

Istanbul

Dycstuffs Orient

12 Sept. 1933

Confidential!

We have announced today to our branches in Sofia, Stambul, Athens, and Saloniki, the visit of Kommerzialrat Roth of Vienna, manager of the Anilinchemie Company of Vienna, and have in accordance with his wishes opened a credit for him. Details about the credit you will find in the letter to the agencies.

TRANSLATION OF DOCUMENT NO. NI-15146 cont'd
OFFICE OF THE CHIEF OF COUNSEL FOR WAR CRIMES

(Page 2 of the original continued)

For your personal information we remark that the trip of Kommercialrat Roth has no connection with our dyestuffs business or the business of the other "sparten"; neither with the treatment of current problems of foreign exchange and transfer. Kommercialrat Roth is actually travelling in company of a Mr. W. V. Moellendorf, with whom we have connections through our collaboration in general economic questions, and with Dr. Reithinger, the manager of our economics archive. Purpose of the trip is information of a general nature, not in direct contact with I.G. business, and for this reason the gentlemen will refrain from using the I.G. agencies as a base. They will rather obtain the introductions to officials there which they need for their work, via the German official representatives (in the first instance, foreign office); they will therefore utilize in the first instance legations or embassies as intermediaries. Purely for the sake of convenience it has been provided that Kommercialrat Roth may draw from the agencies the necessary money within the limit of the credit which has been indicated to each agency.

(Page 3 of the original)

For these reasons we have refrained from introducing these gentlemen officially by personal letters to the managers of our agencies, or delegates, since, as mentioned before, a further availment of our agencies is not intended, and since I.G. should not appear in connection with this visit.

But of course, if the gentlemen should approach you we are asking you to receive them kindly and to advise them on all questions in which they should like to use the help of the agencies.

We are asking you to treat the above information strictly confidentially; its purpose is solely to inform you about the character

TRANSLATION OF DOCUMENT NO. HI-15146 cont'd
OFFICE OF THE CHIEF OF COUNSEL FOR WAR CRIMES

(Page 3 of the original continued)

of the visit, and to serve as a guidance for your conduct.

We are sending you our friendly greetings.

I.G.FARBENINDUSTRIE AKTIENGESELLSCHAFT

(typed) Signed: Voigt Signed: Hopper

P.S. For the above mentioned reasons the Central Finance Administration has not informed us about this trip in advance, so that in your case Kommerzialrat Roth, who is already on his way, is probably not at all informed about the existence of a delegate in Turkey who is at the same level or respectively above, the agencies.

TRANSLATION CERTIFICATE

I, Edward J. Stevens, U.S.Civ. D-428172, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document No. HI-15146.

Edward J. Stevens
D-428172

Case 6
sp. 26

DOCUMENT NO. H-8647
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

Exh # 4335

Rudolf W. Ilgner
29 Woodside Drive
Greenwich, Conn.
U.S.A.

Oct. 11. 1939

Dear Miss Kompat:

According to advice received from Vowl
the last letter they seem to have received was dated August
18th. Will you please advise Fra. Connor to use two envelopes
in future of which one is to be addressed to Mr. Reithinger
Berlin S.W. 7, Unter den Linden 82, Germany and this envelope
to be placed into another one to the following company:

A.R.C.A. Azienda Rianita Coloranti
c/ Affini S.A.

11 s n o 5/6
Italy

Via Luigi Galvani 12

Casella Postale 3593.

Let Mr. Bosuna also have this address. Tell Miss Bruch to send
the German report thereto. also forward copies of the lists which
I sent to my brother to Mr. Reithinger on my behalf and tell him
that I shall write upon my return next Tuesday.

I hope this is all clear.

kindest regards to everybody

s./ R.W. Ilgner

Tell Miss Bernet to use
this new address in future.
Ask Mr. Reithinger when to send the printed matter and ask Miss Bruch
to mail copies of all of letters since August 18th. Mr. Reithinger and
program dispatch of everything mailed since August 18th.

Kogaku Tokkyo Jimusho

Kojimachi-Ku, Maru-Uchi 3 Chome NO. 6

T O K Y O

J A P A N

R. von Silvin

Grünebergplatz

Frankfurt a/Main (20)

D E U T S C H L A N D

I.G. Farbenindustrie Aktiengesellschaft
Volkswirtschaftliche Abteilung

Unter den Linden 87

B E R L I N N. O. 7

D E U T S C H L A N D

I.G. Farbenindustrie Aktiengesellschaft
Patent-Abteilung; Photo & Kunststoffe
Filmfabrik

W O L F E N , Kre. Bitterfeld/Saale

D E U T S C H L A N D

I.G. Farbenindustrie Aktiengesellschaft
Bekule - Bibliothek

Leverkusen - I.G. Werk / Rheinland

D E U T S C H L A N D

"A CERTIFIED TRUE COPY"

-3-
(END)

TRANSLATION OF DOCUMENT NO. NI-15132
OFFICE OF THE CHIEF OF COUNSEL FOR WAR CRIMES

(Page 1 of the original)

Exh # 2336

Dr. J/Ba/Ra.

23 May 1934

Note for Dr. Reithinger

Re: Notes for a letter of Dr. Ilgner to Major Georg Thomas, H.W.A.

Refer to the wish made by the H. W. A. to receive continually papers on light metals, etc., prepared by the Archive. Inform, that of course are ready to support such wishes. It would be best to name a gentleman of H. W. A., who should contact Dr. Reithinger in this matter.

(pencilled letters) RI

(Page 3 of the original)

Draft of a letter of Dr. Ilgner to Lt. Col. Thomas, H.W.A.

I have been informed by our director Meyer-Kuester, that the Army Ordnance Office is interested in the statistical tabulations and drawings on production, consumption, stockpiles, and prices of important metals which have been prepared by our Economic Archive.

I shall be glad to put at your disposal the files of our Economic Archive on metals and other important raw materials, or to have the corresponding papers prepared. Because I assume that aside from our compilations on metals you will find other especially interesting papers in our Economic Archive, may I make the suggestion that one of your gentlemen gets in touch with the director of our Economic Archive, Regierungsrat Dr. A. Reithinger, who will gladly undertake informing you about the available material.

Closing sentence.

TRANSLATION CERTIFICATE

I, Edward J. Stevens, U.S.Civ. D-428172, hereby certify that I am thoroughly conversant with the German and English languages and that the above is a true and correct translation of Document No. NI-15132.

Edward J. Stevens
D-428172

-1-

END

Case 6
sep 26

TRANSLATION OF EXCERPTS OF DOCUMENT NO. NI- 15174
OFFICE OF THE CHIEF OF COUNSEL FOR WAR CRIMES

Exh 4 2337

(Page 1 of the original)

I. G. FARBEINDUSTRIE AKTIENGESELLSCHAFT

(initial L)

Berlin NW 7, 12 February 1942
Unter den Linden 78

To the members of the Vorstand

At the request of Dr. Kuehne we are transmitting to you attached the draft of an expose to the question of the development of the Chemical industry in Southeast Europe. The Southeast Committee has been informed of this draft at its meeting of 4.2.1942 and has decided - without expressing any definite opinion - to submit it for further consideration to the gentlemen of the Vorstand.

XXXXXXXXXXXX

I. G. FARBEINDUSTRIE AKTIENGESELLSCHAFT

Signed...Torhaar Signed....Reithinger.

(Distribution slip attached)

I.G. Hoechst - Managerial section T
In Circulation to:

| | |
|---|-----|
| Prof. Dr. Leutenschlaeger | |
| Dir. Dipl. -Ing. Jachne - initialed "Yes" | |
| Dir. Dr. Krauslein | - " |
| Dir. Dr. Pfaffendorf | - " |
| Dir. Dr. Roth | - " |
| Dir. Dr. Fehrle | - " |
| Dr. Lange | - " |
| Dr. Hilchen | - " |
| Dr. Winacker | - " |
| with the request for timely return | - " |

(Page 2 of the original)

DRAFT

Basic information for taking of position of I.G. to the
question of the development of the chemical industry in Southeast Europe.

XXXXXXXXXXXX

TRANSLATION OF EXCERPTS OF DOCUMENT HI-15174, cont'd
OFFICE OF THE CHIEF OF COURTESY FOR WAR CRIMES

(Page 4 of the original)

General Considerations

The basic point of view which must be the starting point for a consideration of the business policy of I.G. in relation to Southeast Europe is the alignment of the interests of I.G. with the aims of the economic policy of the Reich.

There is no question that these aims in the relationship to the Southeast are of a special nature. While the normal economic relationships of the Reich are marked by the typical trade policy, that is the maximum expansion of the exchange of goods, the often proved possibility of mutual supply between the Reich and the Southeast has already before the war led to agreements which go beyond the commercial contract, and which must be defined as economic contracts as for example, the German-Romanian Wohlfahrt-Agreement. The nature of such an economic contract is the attempt not only to direct the flow of goods but also to tune the expansion of production of the countries involved to their mutual requirements.

This method of economic collaboration has not yet in all countries of the Southeast led to such final contractual forms as the Roumanian model already shows. Nevertheless, one can recognize that this new method of "Cooperation by Economic Contracts", for which among other things the institution of industrial committees is characteristic, appears more and more clearly.

XXXXXXXXXXXXXXXXXXXX

TRANSLATION CERTIFICATE

I, Henry Birnbaum, AGO. D-239215, hereby certify that I am thoroughly conversant with the German and English languages and that the above is a true and correct translation of Document No. HI-15174.
of excerpts

Henry Birnbaum
D-239215

-3-

END

*Ans 6
sup. dir.
26*

TRANSLATION OF DOCUMENT NO. NI-14098
OFFICE OF CHIEF OF COUNSEL FOR WAR
CRIMES

Exh # 3338

Dr. Ga/HI

11 April 1934

I
General Director
Dr. Paul Mueller
Troisdorf

Dear Doctor,

I informed today Mr. Dencker that I approved of the Allocation of RM 302,434 which you desired for Troisdorf. I

At the same time I would like to request you to send me the Purchase-Turnover & Expense-figures for the fourth quarter of 1933 as well as for the entire year of 1933, to make possible a comparison with the other purchase agencies of the Sparte III.

Thanking you for your efforts and with kind regards, I am,

Sincerely yours,

(Stamp) Signed: GAJEWSKI

(Handwritten note)

I - I Given to Mr. Biese in Copy 2 April . FI

CERTIFICATE OF TRANSLATION

I, HANS LAMM, AGO NO. 263733, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. NI-14098.

HANS LAMM
U.S. Civilian
AGO NO. 263733

ZND

Case 6
dist.
sep 1

TRANSLATION OF EXCERPTS FROM DOCUMENT No. HI-13534
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

E.H. 4339

I.G. FARBENINDUSTRIE AKTIENGESellschaft
WOLFEN
Film factory, Vermittlungsstelle W,
Sparte III

Stamp: SECRET

Dr. Fomerling
Gen Economic Chamber

Stamp:
See Dr. Gajowski
Rec'd: 23 Feb 1945

Halle-Merseburg
Platz der SA 5

Dr. May/Ed.

20 February 1945

Permission for moving the Wolfen film factory.

Referring to the discussion held with you on the 19th of this month and the explanations given to you by word of mouth, we take the liberty of informing you the following in accordance with our agreement.

The plant Wolfen-Film Factory (Filmfabrik) is the seat of the central directorate for Sparte III of the I.G. Farbenindustrie A.G. to which about 14 plants and attached firms belong. The plants concerned in this connection are:

Bottweil,
Bobingen,
Fronnitz,
Lichtenberg,
Dornagen,
Munich,
Leverkusen - photo paper factory

and further plant departments in

Oppen and
Elberfeld

and the firms:

Kalle & Co., Wiesbaden-Diebrich,
Deutsche Cellulose-Fabrik, Bielefeld,
Wolff & Co., Welschhof,
K. und Schubert A.G., Sonne/Ergeb.

Furthermore the connection between Wolfen and the explosives Konzern of the Dynamit Nobel A.G. to which further numerous plants belong must be maintained especially from the technical standpoint.

At the seat of the Sparten management there are also a number of central departments, which, in the same way as the Sparte management itself, are not directly tied up with the plants. On the other hand their services must be absolutely assured for the supervision of the plants listed above, particularly also of their staffs in case of

(Handwritten:)

1 letter from Dr. Gajowski to Gauleiter Tesche received
on 23 February in Halle.

CARBON COPY

(page 2 of the original)

evacuation and for the purpose of keeping in constant touch with the authorities and directing agencies of the industrial economy, in order to ensure that the numerous manufacturing processes, which are part of the Fuehrer's emergency program and which are being carried out in most of the plants listed, are directed and executed in any case, no matter what local difficulties arise.

At the seat of the Sparten directorate there are also considerable quantities of files and particulars of a secret nature concerning all branches of manufacture, the safety of which must be ensured under all circumstances since indispensable material is involved even in the meaning of the directives of the General Plenipotentiary Chemistry.

On the basis of the same instructions it appears to be ordered further that arrangements should be made for the central research and development laboratories to be secured for most important military purposes, for instance in the field of pearls and explosives, as also their research and experimental material.

After exhaustive examination of the local possibilities it appears to us practical to consider our plant Bobingen near Augsburg for the proposed move. We therefore ask you, for the reasons just given, to obtain permission through the Reich Defence Commissioner of the Gau Halle-Merseburg for the Wolfen-Filzfabrik to be allowed to move the central directorate of Sparte III, the central offices not attached to the plant and also the central research and development departments to the plant Bobingen near Augsburg.

We should be grateful if you would bring about a clarification of these questions with the Gauleiter, as provided for in the discussion which took place at your office today and ask for an answer by a return of post with regard to the preparations to be put in motion on our side.

Heil Hitler!
IG Farbenindustrie Aktiengesellschaft

signed:Kleine sig: Riess

Director Dr. Gajewski - 2 copies
" " Kleine
" Riess

(page 3 of original)

IG. Farbenindustrie Aktiengesellschaft

Management

Filmfabrik
Wolfen (Kr.Bitterfeld)

District Operations Staff
L E I P Z I G

Director Dr. Fritz Gajewski is a member of the Vorstand and also of the Central Committee of the I.G. Farbenindustrie A.G. and manages Sparte III of the same. In this capacity the following plants are subordinate to him:

Filmfabrik Wolfen, Kra. Bitterfeld.
Framnitz/Weethovalland.
Munich/Camera plant.
Bottweil a.H.
Bobingen near Augsburg.
Lichtenberg-Berlin.

Further the firm Kalle & Co., Wiesbaden am Rhein, and the Deutsche Celluloid-Fabrik, Eilenburg belong to his Sparte. Moreover he is the Verbindungsmann between the I.G. and the Dynamit-Aktion-Gesellschaft which is a company forming part of the I.G. He is the plant manager of the Filmfabrik Wolfen. He has a staff of about 39 000 members altogether to look after.

Dr. Gajewski does an extraordinary amount of travelling about, of course, in order to maintain contact with the separate plants. His place of residence is certainly Leipzig but his activity lies outside this city, above all in the Gm Kalle-Merseburg Gmleitor Hageling acknowledged in a personal conference with him that there were reasons for setting him completely free from service in the Volksturm.

Heil Hitler!
I.G. Farbenindustrie Aktiengesellschaft

Handwritten signed Hesse

Miller

.....
(page 4 of original)

Handwritten 89/3

I.G. FRANKFURT
Z.A. Bureau
(Central Committee-Office)

Day Sheet
21 April 1933 C.D./M.
Handwritten
Gay

To
Geholrat Professor Dr. Duisberg, Leipzig,
and the member of the Central Committee.

| | |
|-------------------------------|---------------------|
| Geholrat Professor Dr. Bosch. | Ludwigshafen. |
| Director Dr. Gajewski. | Berlin SW 26. |
| Director Dr. Gans. | Ludwigshafen. |
| Professor Dr. Herlein. | Wuppertal Elberfeld |
| Director Dr. Krensch. | Ludwigshafen. |
| Director Dr. ter Meer. | Frankfurt a.M. |
| Geholrat Dr. Schmitz. | Berlin NW 2. |
| Director Dr. v. Schmitzler. | Frankfurt a.M. |
| Professor Solck. | Frankfurt a.M. |

Subject:

Central Committee Meeting.

Gentlemen,

Stamp:
13951
Secretariat Dr. Gajewski
Handwritten 25 April

We herewith invite you to the meeting of the Central Committee which will take place on Wednesday 26 April at 10 a.m. in the administrative building, Frankfurt a.M. The following points are down for discussion:

Referent
(Sub-department chief)

1. Discussion concerning the plastic group of the
explosives Konzern

(In the presence of Dr. Paul Myller,
Troisdorf and Dencker, Central Book-
keeping Department)

Gajowski
Dencker

.....
(page 5 of original)
.....

Yours most respectfully
Central Committee Office

Signature: HUISZENG
.....

CERTIFICATE OF TRANSLATION

I, ELLA M. CARTER, ETO #20182, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of excerpts from Document No. NI-13534.

ELLA M. CARTER,
ETO #20182

E M D

Case 6
sp. 111
Jh

BOOK OF DOCUMENTS NO. 15215
OFFICE OF THE JUDGE OF THE COURT FOR
THE DISTRICT OF COLUMBIA

E-6 # 2340

DECLARATION FOR COURT

I, FRANZANTON GIERLICH, have been warned that I render myself liable to punishment by delivering up a false affidavit. I declare under oath that my statement conforms to the truth.

I have been employed by Dynamit A.G. as a lawyer. At present I am still in the same employ with the exception that the British Occupation authorities have control of the affairs and the administration of Dynamit A.G.

The Office of Chief Counsel for War Crimes has requested me to furnish them with a copy of a certain letter dated 14 May 1937, written by Dynamit A.G. to I.G. Farben Berlin AG, relating to the Vorwerk-Chemie Company. In the regular course of business, the office of the General Management of Dynamit A.G. kept a book in which was entered a record of all outgoing mail and a brief description of the subject matter of the letters. Reference to that book indicates that on the aforesaid date a letter was mailed from Dynamit A.G. to I.G. Farben dealing with the Vorwerk-Chemie. I have searched the files of the office of the General Management of Dynamit A.G. and have been unable to locate a copy of that letter. I have no knowledge or information as to where a copy of this letter could be found and must, therefore, assume that it is lost.

(signature): Franz Anton Gierlich

Sworn to before me this 21. day of April 1948.

(signature): Dr. Roemer

(Stamp):
Dr. Wilh. Roemer
Notary in Siegburg
U.S. No. 495 for 1948.

CERTIFICATION

I, IVONNE A. SCHWARTZ, LTD. NO. 20103, hereby certify that the above is a true and correct copy of document No. 15215, the original of which is in the English language.

IVONNE A. SCHWARTZ
LTD. NO. 20103.

Case 6
up. first.
6

TRANSLATION OF DOCUMENT No. 15260
OFFICE OF CHIEF OF COURSES FOR WAR CRIMES

E-4-1341

Registered

Gesamrat Dr. H. Schmitz

(17a) H e i d e l b e r g

Schloss-Wolfsbrunnengasse 5

Main book-keeping office
September 4, 1944

Financial situation as per September 1st, 1944

As required, we submit the figures as per September 1st, 1944
as follows:

1) Credit with banks

| | |
|----------------------------------|-------------------------|
| Deutsche Länderbank A.G., Berlin | RM 3,731,399, -- |
| Reichsbank, KfM | 4,066,245, -- |
| Kreisbankasse Troisdorf | 4431,528, -- |
| Westfalentbank A. G., Bochum | 43,459, -- |
| Postcheckkonto, KfM | 146,945, -- |
| | <u>RM 8,408,577, --</u> |

2) Fixed deposit

reserved at the Länderbank for depre-
ciation to be paid by the G.m.b.H. zur
Verwertung chemischer Erzeugnisse
(limited liability company for utili-
zation of chemical products and one on
September 30th, 1944.

57,000,000, --

3) Debits with banks

none.

4) I.G. Clearing account

our credit against which the deliveries
since July 1st are still to be balanced

47,711,000, --

5) Account of the G.m.b.H. zur Verwertung
chemischer Erzeugnisse the G.m.b.H.
has a credit of

58,839,000, --

6) Outstanding debts in business with
the Armed Forces

| | |
|-----------------|------------------|
| at the D.A.G. | 56,548,000, -- |
| at the G.m.b.H. | 1 24,619,000, -- |

With the German Salute
DYNAMIT-AKTIE-GESELLSCHAFT
vormals ALFRED NOBEL & CO.

CERTIFICATE OF TRANSLATION

I, DOROTHY E. PLUMMER, USFET 482, hereby certify that I am thoroughly con-
versant with the English and German languages and that the above is a
true and correct translation of Document No. 15260.

DOROTHY E. PLUMMER
USFET 482.

Case 6
sep 26

Exh # 23421

(Page 1 of the original)

SWORN STATEMENT OF JESCO VON PUTTKAMER

LANDSBERG PRISON, Germany
29 September 1947

Before me, Eugene C. Ernst, WD Civilian, GAF-7, being authorized to administer oaths, personally appeared Jesco von PUTTKAMER, who after having been sworn by me made and subscribed the following statement.

The witness Jesco von PUTTKAMER was sworn in the following manner:

"I swear that the testimony I am about to give is the truth, the whole truth and nothing but the truth, So Help Me God."

Q. State your name, date of birth and present status.

A. JESCO VON PUTTKAMER, born on 19 March 1903, and am presently confined at the Landsberg Prison at Landsberg, Germany.

Q. Are you willing to make this statement in the English Language?

A. I am.

Q. Tell me very briefly about your early contacts with members of the IG Farben, starting with the first.

A. My first contact with the I.G. Farben was in 1926 as a journalist when I interviewed its head Karl Duisberg in Leverkusen. In 1932 I wrote and edited the autobiography of Karl Duisberg which appeared as a book in 1933. In 1937 or till the outbreak of the war I worked occasionally for the advertising department for the dyestuffs department of the IG in Frankfurt/M, and for the Agfa photo branch in Berlin, designing and texting ads for newspapers and periodicals.

Q. Did these contacts result from your business or from previous social contacts?

A. No, strictly business.

Q. When did you join the "Association for Sales Promotion and Market Research"?

A. In the late fall of 1939, about December.

Q. How old was this "Association" at the time you joined it?

A. I would say about two years old.

Q. At the time you joined were the normal functions thereof curtailed because of the start of the war a few months before?

A. They were not curtailed, but I would say limited.

Q. Am I correct in saying that the function of the

(Handwritten signature Jesco von Puttkamer)

(Page 2 of the original)

the "Association" was supported by the payment of dues of member firms and the payment of orders made by those firms?

A. That is correct.

COPY OF DOCUMENT NO. NI- 15173 continued
OFFICE OF THE CHIEF OF COUNSEL FOR WAR CRIMES

(Page 2 of the original continued)

- Q. Was the IG Farben Industry a member firm?
A. Yes.
- Q. Of what persons was the board of Supervisors of the "Association" made up?
A. It consisted of a leading personality from several of the member firms.
- Q. Who was on the board of supervisors from the IG Farben?
A. Mr. Georg von SOHNITZLER.
- Q. What was your title and function in the "Association"?
A. As Secretary General of the "Association" I had the following duties: Contact with member firms, canvassing for new member firms and assuring contracts for the "Association".
- Q. How long did you remain with the "Association"?
A. I took a leave of absence in November 1940 and completely severed relations in April 1941, because I received an appointment for war time duties from the Foreign Office of the German Government.
- Q. During the time of your service with the "Association" was there ever any work done for or in connection with the German Intelligence Service (Abwehr)?
A. Yes, I remember that work was done on three occasions.
- Q. Who handled the orders from the Abwehr and who made the contacts?
A. The General Manager Mr. Richard KUENZLER, Dr. Karl SCHREINER and myself.
- Q. What was the nature of the orders?
A. As a standing order we held all files of statistics and compilations at the disposal of the Abwehr. Secondly two trips were made to other countries, the first to Finland by a man whose name I do not remember and the second to the Balkans by Mr. KUENZLER. The trip to Finland had a twofold reason, one for the "Association" and the second to gather certain information for the Abwehr. The trip to the Balkans involved the reorganization of certain Balkan firms which had been bought by the Abwehr.
- Q. Did the IG Farben finance any of the Abwehr orders placed with the "Association"?
A. No, but the Abwehr did request the IG to place orders with the "Association" in order that the "Association" may have sufficient funds to continue to function, as the finances of the "Association" was in poor shape because of war time limitations.

(Handwritten signature...JESOO VON PUTTKAMER)

(Page 3 of the original)

- Q. Could I then assume that the IG was requested to finance the association by giving it orders so that the "Association" would be in the position to further serve the Abwehr?
- A. That seems to be the natural conclusion.
- Q. Did you ever hear that the IG financed Abwehr activities directly?
- A. Yes, I heard of it on several occasions. I heard this from Abwehr officers, but what the details were I do not know.
- Q. What was the nature of your appointment from the Foreign Office?
- A. I was appointed to set up and head a German Bureau of Information attached to the German Embassy in Shanghai China.
- Q. Give me the dates of your service in China.
- A. From 26 May 1941 to 8 May 1945.
- Q. What was the nature of your duties in China?
- A. Under the direction of the Shanghai Branch of the German Embassy, I was in charge of the printed propaganda, exhibitions, and motion pictures. The main job was to print and distribute printed matter.
- Q. What persons did you know in China who were officials of the IG Farben?
- A. Mr. GADOW and Mr. HILDEBRAND who were directors of the DEWAG and Mr. von BREYER and Mr. BECHTLE of the Bayer Company and many minor executives.
- Q. Did these executives carry out only the duties of their individual companies or did they act in concurrence with the general policies of the parent company namely the IG Farben?
- A. I must consider these men as envoys of the parent company to carry out the policies of IG Farben and to protect the interests of IG Farben to any degree.
- Q. How were the German Governmental Agencies financed in China?
- A. An arrangement was worked out whereby the German Government would request a certain amount of money for use of Governmental Agencies in China, from the Reichbank. The Reichbank would then place this amount on the account of the IG Farben in Germany. Then the IG would place this amount in foreign exchange at the disposal of German Governmental Agencies in China through the German Asiatic Bank. In other words, without the assistance of the IG Farben there was no possibility to obtain foreign exchange to operate German Agencies abroad.

(Handwritten signature - JESCO VON PUTTKAMER)

(Page 4 of the original)

- Q. Do you know of any instance where the IG Farben put funds at the disposal of German Governmental Agencies in China directly without following the aforementioned procedure?
- A. Yes, I know of one such occasion, early in 1945, at which time Mr. GARDOW and Mr. von BEHRING completed arrangements with the Embassy to transfer foreign exchange for 1 million Reichsmarks to the account of the German Embassy in Shanghai.
- Q. How did the IG offices in Germany keep in contact with its agencies in China?
- A. The German Government set at the disposal of the IG Farben its communications net from Berlin through the German Embassy and Consulate General in Shanghai so that the IG could carry out all its functions in China.
- Q. What other functions did the IG perform in China other than pursuing normal business enterprises?
- A. The IG Farben had agents in all parts of China. These agents were experienced men and knew China and the Chinese as well as anyone. In fact they were experts in their knowledge of the Chinese. This represented a vast source of information which during the war was called upon to serve German interests in an economical and political manner. Reports were submitted to the German Embassy and Consulates by these agents and were among the most important and competent reports submitted. I am convinced that these reports were made available to the German Intelligence services.
- Q. Did your information bureau ever make use of IG Farben facilities in China?
- A. Yes, we did. The IG firms put at our disposal their address files for the purpose of distributing propaganda throughout China. The IG also complied with many other requests of lesser importance which also aided in our work.
- Q. Do you wish to add anything more?
- A. Not that I can think of presently.

(Handwritten signature) JESCO VON PUTTKAMER

Sworn to and subscribed before me this 29th day of September 1947
in Landsberg, Germany.

EUGENE C. ERNST
U.S. Civilian, CAF-7
7708 War Crimes Group
Dachau Detachment

CERTIFICATE

I, Henry Birnbaum, D-229216, hereby certify that the above is a true and correct copy of original Document No. NL-15173.

Henry Birnbaum
D-229216

Case 6-117
sup.
J6

Exh. # 2343

TRANSLATION OF DOCUMENT NO. HI-6645
OFFICE OF CHIEF OF COUNSEL FOR WAR
CRIMES

AFFIDAVIT

I, Ernst A. STRUSS, director of I.G. Farben from 1934 until 1945, and manager of the Tea office since 1925, after having been warned that I will be liable to punishment for making a false statement, state herewith under oath, of my own free will and without coercion, the following:

1. I.G. Farben spent over 500,000,000 Marks in the construction of the Buna plant at Auschwitz. In view of these enormous expenditures, both the TEA and the Vorstand, interested themselves very much in the problems of Auschwitz. The Vorstand was the agency in I.G. Farben which approved all appropriations for Auschwitz. The TEA made recommendations to the Vorstand with respect to technical matters of policy and appropriations for the various plants, and such recommendations were invariably adopted. Meetings of the Vorstand generally were held the day after the meeting of the TEA and Ter MEER would report to the Vorstand on the matters that were discussed and decided upon at the TEA meeting. Many Vorstand members also attended the meetings of the TEA.

2. I received all the reports of the Building Committee of the Auschwitz-Buna plant, about 17 or 18, and I am sure Ter MEER also received these reports. No other plant of I.G. Farben had a Building Committee and in that respect Auschwitz Buna was exceptional. In addition to these reports, Dr. AMEROS gave oral reports to the members of the TEA on the problems of the Buna-Auschwitz plant. I recall that he gave complete reports at the TEA meetings, on two or three different occasions, and he specifically referred in those reports to the use of concentration camp labor in connection with the construction and the operation of the Buna plant. AMEROS reported that the main problems encountered at Auschwitz-Buna had to do with questions of manpower and raw materials, particularly iron and steel. The most important problem however was manpower which Dr. AMEROS discussed at length. All of the members of the TEA were present when Dr. AMEROS made these reports. In addition, Dr. SCHMITE, von SCHNITZER, and von KNIERIEM often attended these meetings and were informed of these matters. I believe that all of the members of the Vorstand knew of the use of concentration camp labor because everyone in Germany knew about it and it is impossible that they did not know it.

(Page 2 of document)

3. At the meetings of the TEA, large charts were hung on the walls indicating as to the 10 largest plants, including Auschwitz, various statistical data, which data included the number of workers employed in each plant. The charts set forth in graphic fashion the facts in connection with the employment of foreign workers. Thus the chart showed a red area for PW's and a yellow area for workers-on-loan, foreign workers, prisoners of Wehrmacht, concentration camp inmates, and Polish forced workers. Anyone looking at that chart could see that it indicated the use of concentration camp labor in I.G. Farben plants. Apart from these charts, I believe every member of the TEA knew that concentration camp labor was being used in Farben plants.

4. When Dr. AMEROS made oral reports at the meeting of the TEA, and discussed the use of concentration camp labor, he specifically mentioned the commander of the concentration camp in Auschwitz. We all know that when he mentioned the commander of the concentration camp, even though he didn't

identify him by name, that he was referring to the SS because everyone in Germany knew, for many years, that the concentration camps were administered by the SS. It is improbable that anybody in Germany did not know that. Everyone must have known it, otherwise, he had to put his head in the sand.

5. In January of 1943, Dr. AMEROS invited me to visit the Buna plant at Auschwitz. He had been complaining about the trouble that he had, and he wanted me to personally see what the situation at Auschwitz was. Dr. AMEROS in asking me to visit Auschwitz in 1943, asked me to come in my official capacity as a representative of TEA and also as a personal friend. Dr. AMEROS understood I was going to report back to the TEA after my visit since he knew that Hermann SCHMIDT and Dr. THE MEER relied on my judgment. He wanted me to see that it was not his fault that Auschwitz was not progressing satisfactorily. I visited the Buna plant at Auschwitz about 25th of January 1943.

6. I knew that people were dying and that men and women were being burned at the Auschwitz concentration camp. I learned of that at the time of my visit to Auschwitz in January 1943, under the following circumstances.

(Page 3 of document)

I left Auschwitz and returned by train proceeding from Heydebreck to Breslau. In my compartment there were about ten or fifteen people. A workman addressed these people in a loud voice and stated that in the Auschwitz concentration camp people were being burned in large numbers in ovens; that when they did not have enough space to burn the bodies, they made large pyres and burned them in the pyres out in the open, and that the whole air in the Auschwitz work plant was filled with the smell of death. I sprang up and shouted, "they are lies. You should not say such lies". He replied, "No, they are not lies. There are 10,000 men or more at Auschwitz and all of them know this". He made that statement in the presence of the other people in the train. The speech of the workman made a very deep and direct impression upon me and I was very much disturbed.

7. While I did not think that things like that were credible, I was very much troubled by what I heard but it was not possible for me to do anything about it. When I got back from my trip, I did not mention this incident to anybody and I did not investigate the situation. I did ask people who had come from Auschwitz whether they knew about these conditions. They gave me evasive answers but did not deny nor confirm it. On the basis of the answers I received, I began to believe that what the workman said on the train was true. I did not consider it necessary to speak with Dr. AMEROS about this, for the reason that if all the people in Auschwitz knew it, Dr. AMEROS knew it also true because he was there so often. None of the people with whom I spoke said anything which proved that the conditions did not exist and nobody said that conditions in the concentration camp at Auschwitz were good. I was convinced at this time that the conditions at the Auschwitz concentration camp were bad.

8. I again visited Auschwitz in the May of 1943. I was still troubled by what I heard on the train. I saw Mr. HEYERHOFF, Chief Engineer of the Buna plant in Auschwitz, and I told him of the incident that occurred on the train ride on the 29th or 30th of January 1943, and of the conditions which the workman stated existed in Auschwitz. I asked him if what the workman said about conditions at the Auschwitz concentration camp were true. He told me that they were. After I spoke to Mr. HEYERHOFF, I was convinced that the situation at the Auschwitz concentration camp was as bad as they

told me, but I was hoping that it was not true. When I came

(Page 4 of document)

back to Frankfurt after this visit, I think I discussed the matter with Dr. THE MEER, Dr. AMEROS, Mr. LAMETH, and Dr. LOEBB. I did nothing further about this.

9. After my visits to Auschwitz in January 1942, and in the May of 1943, the TLA and the Vorstand authorized the expenditure of large sums of money for construction and operation of the Buna plant, including money for the construction of additional barracks at Auschwitz to accommodate the large number of concentration camp inmates who were working at the I.G. Farben plant.

I have carefully read each of the 4 pages of this declaration and have placed my signature at the bottom of each page. I have made the necessary corrections in my own handwriting and initialed each correction. I declare herewith under oath that I have stated the whole truth to the best of my knowledge and belief.

Dated: 7th April 1947

/s/ Dr. Ernst A. STRUSS

CERTIFICATE

I, Ernst A. STRUSS, hereby declare that I am conversant with German and the English languages, that I drew up the German affidavit of which the above is a translation, and that I certify that the above is a true and correct translation of the affidavit which I made in the German.

/s/ Dr. Ernst A. STRUSS

CERTIFICATE OF TRANSLATION

I, JOHN J. BOLL, AGO NO. A 444412, hereby certify that I am thoroughly conversant with the English and German languages, and that the above is a true and correct translation of Document No. NI - 6645

JOHN J. BOLL
U. S. Civilian
AGO NO. A 444412

END

Case 6
up Distrib
4

Ex. 2344

TRANSLATION OF DOCUMENT HL No. 15293
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

Registered. Confidential

I.G. Farbenindustrie Aktiengesellschaft
Central Finance Department (Zentral - Finanzverwaltung)

(1) Berlin NY 2
Unter den Linden 78

(22)

Main Accounts Department 18 December 1944

Finance Program

Please find enclosed our finance program for the month of October 1944.

In explanation thereof we beg to state the following:

Payments from Guatamara

Estimated: 30,320,000.—; actual payments: 31,265,000.—; therefore: 945,000.— in excess of estimate.

No remarks

Other Takings

Estimated: 1,579,000.—; actual payments: 173,000.—; deficit: 1,406,000.—.

We expected a dividend from the Gesellschaft mit beschränkter Haftung für Verwertung chemischer Erzeugnisse for the year 1942/1943. This, however, has so far not been paid.

Investment of Money by Third Parties:

Estimated: 9,000,000.—; actual payments: 15,514,000.—; therefore: 6,514,000.— in excess of estimate. Attributable to an increase in payment by the above - mentioned G.m.b.H. on account of a change in the date of payments from the Wehrmacht.

Manufacturing Expenses

Estimated: 21,004,000.—; actual expenditure: 17,525,000.—; therefore: 3,479,000.— less than estimated amount.

The decreased in expenditure caused by the present situation.

Sales Expenditure

Estimated: 453,000.— actual expenditure: 316,000; therefore: 137,000.— less than estimated amount.

No remarks; the item is insignificant.

New Installations

Estimated: 399,000.—; actual expenditures: 302,000.—; therefore: 97,000.— less than estimated amount. Decrease in expenditure on account of the building restrictions imposed by the war.

(page 1 of original conf'd)

Administrative Expenses:

Estimate: 534,000.—; actual expenditure: 536,000.—; therefore:
12,000.— in excess of estimate.

No remarks

Taxes:

Estimate: 5,774,000.—; actual expenditure: 5,141,000.—; therefore:
633,000.— less than estimated amount.

Of the difference, 600,000.— are accounted for by the surrender of
profits which we estimated at the time to be higher by that amount.

Special Expenses:

Estimate: 21,000,000.—; actual expenditure: 150,000.—; therefore:
20,850,000.— less than estimated amount.

The 150,000.— RM. were our contribution to the Geheimrat Doktor
SCHMITZ Fund, the estimated 21,000,000.— RM.

(page 2 of original)

I.G. Central Finance Department, Berlin 18 December 1944

are explained by the expected adjustment of prices in connection with
our contract with the GKS which, however, is to take place only in
December.

Loans:

Estimate: nil; actual payments: 50,000.—; therefore 50,000.— in
excess of estimate. Loans to customers for the extension of their
businesses in our interests.

Short-term Loans to Third Parties:

Estimate: nil; actual payments 23,000.— RM; therefore 23,000.—
in excess of estimate.

No remarks

Clearing Payments:

Estimate: nil; actual payments: nil

No remarks

Funds Available as at 31 October 1944:

Estimate: minus 20,984,000.—; amount actually available:
53,303,000.—; therefore 74,286,000.— in excess of estimate.

Our available funds have again increased.

| | Cash at Banks | Credits on Clear- ing Accounts | Total: |
|--------------------|-------------------|-----------------------------------|-------------------|
| End September 1944 | 20,393,000.— | 35,394,000.— | 55,787,000.— |
| End October 1944 | 53,302,000.— | 28,054,000.— | 81,356,000.— |
| Difference: | plus 32,909,000.— | minus | plus 25,569,000.— |
| | | 7,340,000.— | |

TRANSLATION OF DOCUMENT NI-No.15293

CONTINUED

(page 2 of original cont'd)

Clearing during September 1944

Estimate: 8,500,000; actual amount: 7,340,000; therefore 1,160,000.--
less than estimated amount.
The difference is normal in view of present conditions.

Clearing Balance due per 31 October 1944

Estimate: Debit 21,450,000.--; actual balance: credit 28,054,000.--
plus 49,504,000.--.

Our credit balance on Clearing Accounts amounts to a clearing turn-
over of rather more than three months. With German Credits

DYNAMIT - AKTIENGESELLSCHAFT

formerly ALFRED NOBEL & Co.

Copy of letter, together with Finance Program to Geheimrat Dr.
H. SCHMITZ, Heidelberg.

Copy of letter together with Finance Program to the I.G.
Special Bookkeeping Department, Tarnob-Dietrich, for the
attention of Herr ESTER.

CERTIFICATE OF TRANSLATION

19 May 1946

I, Beryl C. BESWICK, AGO No. D 437459, hereby certify,
that I am a duly appointed translator for the German and
English languages and that the above is a true and correct
translation of the document No. NI-15293.

Beryl C. BESWICK
AGO No. D 437459

Case 6
info
26

TRANSLATION OF DOCUMENT NO. NI - 7637
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

Exh # 2345

I.G. LEVERHUSEN
Patent Department

To
Professor Dr. Hoerlein
Director Dr. Brueggemann
Consul General Mann

Handwritten note: Director Grobel
Prokurist W. Schnitz

Translator's note: initials of
Mann, Schnitzler and Schnitz

Your Reference Your letter of Our Reference Date
Re/Sr. 19 February 1941

Subject: Patent protection for pharmaceutical inventions
in France.

Farben's Political Economy Department (Wirtschaftspolitische Abteilung) informed us some time ago that the report which we had compiled concerning the above question would now be submitted to the Foreign Office. The Foreign Office wants to pass it on to the German Armistice Delegation, which in its turn will submit it to the French.

The Political Economy Department emphasizes that this information is to be considered as confidential.

PATENT DEPARTMENT

(signature) Redis

CERTIFICATE OF TRANSLATION

I, Mona A.M. Macleod, NEP 34387, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the Document No. NI - 7637.

15 August 1947

Mona A.M. Macleod
NEP 34387

Case 6
sup 96

B
A
RAYE
E
R

TRANSLATION OF EXCERPTS OF DOG.NI- 7644
OFFICE OF U.S. CHIEF OF COUNSEL
FOR WAR CRIMES.

Exh. # 2346

B. Faure-Seaulieu
37, Avenue Victor Emmanuel III
Paris, 28 December 1940.

(handwritten): Sch.

Consul General W.R. M a n n ,

Dear Herr Mann,

I beg to confirm my letter of 24th instant in which I informed you that I was to see Monsieur Bo again today after his meeting with Monsieur M. Grillet with a view to drawing up a written memorandum giving the desired clarifications, especially of the two points which I had conveyed to you under the title "Accord de licence" (license-agreement) in the aforementioned letter, as well as the definition of other points.

Consequently, I saw Monsieur M. Bo, and after the conversation he drew up the memorandum under the heading "Remarques concernant les modifications apportées" (comments on amendments made), which I am forwarding you in the following.

I have made every effort to see that the said memorandum is limited to the necessary points, and I believe, that it is right now; we also decided with Monsieur Bo that the signing of the final text should not be delayed any longer but that it should be drawn up the day after tomorrow, Monday, 30th instant,

(page 3 of original)

on the basis of the text you set, but taking into consideration the different corrections, and that it should be sent to you immediately already signed. At my wish, and to satisfy your own as well, it was also decided that as an addition to article 7 a list of the firms mentioned might be given to you on the occasion of our next journey to Koeln or Leverkusen, as this list should really preserve its confidential character.

I believe that in this way the agreement will be final.

With regard to the agreement for a subsequent collaboration, it is being judged more and more favorably on principle, and I myself do not give up hopes of promoting a new firm. This must all be gone into, however, on the occasion of our next verbal discussion, which is to be held soon, but I wished to inform you of the favorable dispositions which already exist in this respect.

With best wishes,

I remain,

Yours

signed Faure-Seaulieu.

TRANSLATION OF EXCERPTS OF DOC. NI - 7644
CONT'D.

(page 2 of original)

B
A
BAYER
E
R

(handwritten): Sch.

Comments of Monsieur Bo with regard to the
changes made by "Bayer" in the text submitted
by Rhone-Poulenc and Specia.

.....
(page 3 of original)
.....

Art. 6. - We wish the part of the sentence to be kept which ran
as follows in our draft: "pour autant qu'il s'agira de
produits originaux inventés par "Bayer" (insofar as
original products are concerned which were invented by
Bayer).

The obligation which Rhone-Poulenc and Specia accept
vis à vis "Bayer" already in itself puts this firm (i.e.
Rhone-Poulenc) into an unfavorable situation with regard
to every other possible manufacturer who, either through
processes other than those which are protected, or through
the expiration of patents, or the lack of patents, might
take up the manufacture or the sale of products invented
by "Bayer".

Consequently it would not be right to extend the obligation
of Rhone-Poulenc and Specia any further by making it
apply to other products such as those invented by "Bayer".

Art. 7. - It is a question of confidence here, Rhone-Poulenc and
Specia undertake to intervene and will do as they say.

Art. 11. - Agreed.

"Bayer"

B
A
BAYER
E
R

CERTIFICATE OF TRANSLATION.

I, DOROTHY E. PLUMMER, USFET 482, hereby certify that I am thoroughly
conversant with the English and German languages and that the
above is a true and correct translation of excerpts of Document
No. NI - 7644.

7 April 1948

DOROTHY E. PLUMMER
USFET 482.

Case 6
rip. inhib.

E+4. 2347

TRANSLATION OF DOCUMENT NO. NI-13561
OFFICE OF U.S. CHIEF OF COUNSEL
FOR WAR CRIMES.

RECORD OF INTERROGATION
of: Herr Werner SCHMITZ
by: Mr. Randolph H. NEWMAN
on 14 January 1948 from 16.50-18.30
Stenographer Emma Narr.

Q. What is your name?

A. My name is Werner Schmitz and I was born on 7 May 1903.
I live in Wuppertal-Barmen.

(The witness takes the oath).

Q. Herr Schmitz, you have taken the oath and you know what that means. You know the contents of the indictment, you know the charges against the defendant and you also know exactly what acts are involved in connection with today's interrogation, in particular. You are under oath here and what you say must, to the best of your knowledge, correspond to the facts. This does not mean that, if you feel that you have made yourself guilty personally in one of the counts of the indictment, you are now compelled to make a statement against yourself here. I mean that when you feel it is right, you can tell me you would rather not answer the question because you feel yourself personally involved. But if you do answer, then everything you say must be true.

A. Yes.

Q. Are you related to Hermann Schmitz?

A. No.

Q. Are you still in Leverkusen?

A. I am.

Q. You were working all the time in Leverkusen?

A. Except for my military service and imprisonment.

Q. Where were you in your imprisonment?

A. First with the Americans and then with the French.

Q. I want to talk to you about Rhone-Poulenc and Specia. Can you tell me first of all quite shortly what the relations of these two firms were to each other?

A. Rhone-Poulenc is a manufacturing corporation for pharmaceutical products,

(page 2 of original)

whilst Specia runs the sales business exclusively.
According to French law -

TRANSLATION OF DOCUMENT NO. NI-13561
CONT'D.

- Q. Those were the different parts. But how were they connected as regards stock?
- A. That I can't tell you.
- Q. It was only Rhone-Poulenc, though, which appeared in negotiations with other firms. Did you ever get to know a representative of Specia?
- A. No, not so far as I know.
- Q. In the files I haven't found a single trace of Specia except that its name is always included.
- A. We did that because for us manufacture and sales were one business; the French made two things out of it.
- Q. Practically speaking, did you look upon Rhone-Poulenc and Specia as a whole?
- A. For us it was the same firm.
- Q. Will you please tell me now as briefly as possible, - you must take it for granted that I know the facts which are in the files - , I should like to have you explain a few things that happened, and a few things about the parts played by different people, including yourself. But in the main you can take it for granted that I know the facts. The first thing I should like to talk to you about in rather more detail is the report which is apparently drawn up by you and dated 7 December 1940, dealing with the conferences with Rhone-Poulenc on 29 and 30 November and 2 December 1940. I presume that here things are easier for me as well, as I can take it for granted that from recent study you are acquainted with the contents of the files, and in particular with the two document books which were submitted by us in connection with Rhone-Poulenc.
- A. Yes.
- Q. You will know, then, that in the first of those document books there is the big report of 7 December 1940 signed "Leverkusen Schen". I take it that it is you who are meant?
- A. Yes.
- Q. Before I go into details, can you describe to me briefly how the negotiations with Rhone-Poulenc came about?

(page 3 of original)

- A. It was like this: Generalkonsul Mann, the defendant here, had the intention before the war already to take part in a manufacture of some kind in France. We were not getting on as well with our sales in France as in other countries.
- Q. Was that because of some kind of animosity?

TRANSLATION OF DOCUMENT NO. HI-13561
CONT'D.

- A. From what we felt ourselves and from what our French business manager Rigal said, it was because of the German origin of our preparations. Both doctors and the public refused most of our preparations because of their German origin.
- Q. From what you remember or from the files which you have studied again can you estimate roughly how much Bayer's total turnovers amounted to yearly in France?
- A. I can tell you approximately from memory, but of course not exactly. From 1929-1939 we made an average of 1 million Reichsmark a year, sometimes rather more.
- Q. If you express that in French francs and disregard the artificial conversion of the occupation period, can you estimate the turnover roughly in French francs?
- A. That is almost impossible without papers.
- Q. That I can understand. Is it roughly correct, (in the report that I have before me now, you describe the estimation as correct) - as Rhone-Poulenc said at the time during your negotiations, that the total turnover amounted to approximately 15 million French francs?
- A. That is roughly what our turnover were at the time. Whether they were a little more or less, I don't know.
- Q. Can you estimate from memory with at least approximate accuracy, how much of those 15 million French francs turnover came from "Aspirin"? I will remark quite in general that you are naturally not bound by such figures.
- A. I estimate that $\frac{1}{4}$ to $\frac{1}{3}$ of the turnovers was derived from Aspirin.
- Q. Have you any idea from memory,

(page 4 of original)

if one reckons with all the sales-organizations and with all the costs of production and sale, how much of those 15 million francs represents the net profit of the Bayer firm, or can't you estimate that?

- A. Such an estimation is extraordinarily difficult as expenses varied extremely according to the intensity of propaganda, especially in France. For the time being we even lost on our business in France, as far as I am informed.
- Q. Are you reckoning amongst the expenses the costs of the Soci agency?
- A. Yes, of course. The costs were charged to the business, as far as customs' duties etc. were concerned.
- Q. Now, so that we don't get lost in too many details, I should like to put some definite questions to you. Do you know

anything about German officials - and if so, which? - approaching Farben and Bayer in particular after the collapse of France, and demanding or expressing the wish that Bayer should acquire a participation in French industrial firms, namely, in Rhone-Poulenc?

- A. No, to us in particular -
- Q. Excuse me, is your "no" a reply to the question whether you know this, or do you mean that no such demand was ever made to you?
- A. No, not to my knowledge. We only knew that on the German side there was an earnest desire - an urgent one is too much to say - for a close relationship between the German and French manufacturers of the same category of goods.
- Q. Can you give me any closer details about the German side?
- A. No. I am not in a position to do that for there is no written information about it; it is a question of verbal conversations which took place in Berlin.
- Q. What was your own position at the time in the Bayer concern?
- A. I was the manager and authorized agent of the sales-department Pharma B II, which dealt with the countries of Italy, France and Belgium.

(page 5 of original)

- Q. Did you have your head-office at that time in Leverkusen?
- A. I lived at the time in Koeln a/Rhein.
- Q. Did you work in Leverkusen?
- A. I worked in Leverkusen and went to and fro with the bus each day.
- Q. After the collapse of France did you move your offices temporarily to Paris?
- A. No, I never lived in Paris, I always spent just a few days in Paris.
- Q. Did you always go over to the conversations with Rhone-Poulenc ad hoc?
- A. Yes. On fixed dates which were agreed on beforehand between ourselves and Rhone-Poulenc either by telephone or in writing through the medium of the Sopi.
- Q. How did the conversation on 29 November, which you reported on, come about? Is this to your knowledge the first report you made yourself in this affair?
- A. Yes. For I shall always remember that this was the first time I came into contact with the representatives of Rhone-Poulenc and this was my first record in the affair.

TRANSLATION OF DOCUMENT NO. HI-13531
CONF'D.

- Q. To whom did you send these reports?
- A. These reports were used exclusively for departmental purposes in Leverkusen and were brought to the attention of Herr Mann and Dr. Grobel and perhaps to that of Dr. Brueggemann as well in legal questions.
- Q. Did Professor Hoerlein belong, too, to the regular people who received them?
- A. In the ^{early} stages as long as only commercial matters were involved, Prof. Hoerlein did not belong to the regular people who received them.
- Q. Later, you mean -
- A. Later Prof. Hoerlein certainly saw the reports and other documents as well.
- Q. From whom did you receive your instructions?
- (page 6 of original)
- A. I received my instructions either from Dr. Grobel, my direct superior, or in exceptional cases, that is, in his absence, from Herr Mann.
- Q. Who was in general the guiding spirit in this affair? Herr Grobel or Herr Mann? From whom did the idea come?
- A. The idea came from Herr Mann.
- Q. Did you know Monsieur Faure-Beaulieu personally before 29 November 1940?
- A. No, I had never seen him before 29 November.
- Q. Who brought him into the picture?
- A. Herr Mann, on the occasion of a previous journey.
- Q. What kind of a person is Faure-Beaulieu?
- A. As far as I know M. Faure-Beaulieu is an attorney with a fortune which allows him to live sufficiently well without having any regular occupation.
- Q. What part did he play in this affair?
- A. He was asked by Herr Mann to arrange for the first contact with Rhone-Poulenc, as he was a personal acquaintance of President Buisson.
- Q. Are you sure that he already knew Buisson personally?
- A. He already knew him before, so I was told.

- Q. Did you see in Faure-Beaulieu, at these negotiations, the personal friend of Bayer, or a Frenchman representing French interests?
- A. I knew M. Faure-Beaulieu only as a good acquaintance of Herr Mann's from previous years already and knew that Herr Mann had confidence in him.
- Q. Did the part M. Faure-Beaulieu played here strike you in any way?
- A. No. In my eyes there was nothing striking about the part he played.
- Q. Did Herr Mann inform him verbally or in writing, too?
- A. Herr Mann informed him in writing and gave him a so-called questionnaire.
- Q. Did you know it?

(page 7 of original)

- A. I knew it before the negotiations with Rhone-Poulenc already.
- Q. Did M. Faure-Beaulieu speak German?
- A. No.
- Q. Was the questionnaire in French?
- A. In our files it is in German and French and I no longer remember which of the two was the original version.
- Q. Who amongst you could draw up a thing like that in French?
- A. It was either done in our office in Leverkusen by an employee who could both speak and write French fluently, or it was done by our Herr Brock in Paris.
- Q. Where is Herr Brock now?
- A. He is in Baden-Baden.
- Q. You called the instructions for Faure-Beaulieu a questionnaire. Was it really only that?
- A. It was not so much questions as suggestions to Rhone-Poulenc for cooperation between our two firms in the pharmaceutical field.
- Q. Could you call that in all fairness an objective description of what this information really contained? Would you feel that one could call that in all fairness proposals for cooperation?
- A. Yes, I would. For the document contains suggestions for everything up to a scientific and commercial cooperation.

TRANSLATION OF DOCUMENT NO. XI-13581
CONT'D.

- Q. Do you know how the document began and what the end was like?
- A. No, I no longer remember so exactly.
- Q. What happened to the document?
- A. M. Faure-Beaulieu got it and took it to M. Buisson or to the other key-people in Rhone-Poulenc.
- Q. Do you know what happened to the document then?
- A. No, you mean the copy that M. Faure-Beaulieu received?
- Q. Yes.
- A. No, I never heard any more about it.
- Q. After the conference with Faure-Beaulieu, did Rhone-Poulenc express the wish to get hold of the document?
- A. I never heard so.

(page 3 of original)

- Q. Did Rhone-Poulenc receive any document at all after this conference?
- A. I know now that Rhone-Poulenc received a letter with an enclosure from Faure-Beaulieu, and this contained our suggestions for cooperation with Rhone-Poulenc in draft form with initialed signatures.
- Q. Do you remember whether this letter from M. Faure-Beaulieu contained everything that Herr Mann had said or written, or is that an excerpt?
- A. My memory really doesn't go as far as that.
- Q. In this document, (Document No. XI - 8613, page 30 and following of German Document Book 89 are read to the witness) reference is made frequently to the situation which might arise for Rhone-Poulenc from the application of the clauses of the future peace-treaty. Had the authorities informed Deyor as to what clauses they would hold up against Rhone-Poulenc in the peace-treaty, or had they at least hinted in a general way as to what their plans were at all with respect to French corporations?
- A. We naturally hadn't received any definite suggestions from the German side, but we could imagine roughly what desires of German firms the German government would take into consideration at the anticipated peace-negotiations with France.
- Q. You mean, if I understand you correctly, that there were actually wishes coming from German firms and not from the German government? Or do I misunderstand you?

TRANSLATION OF DOCUMENT NO. 15561
CONT'D.

A. No. The German government, so we thought, would probably have asked those German firms in France which were interested, what wishes they would have to bring forward for a peace-settlement with France in the economic field.

Q. Do you mean that Bayer would have been asked as well on this occasion?

A. I believe so.

Q. Was Bayer the firm which was the most strongly interested on the German side as regards a settlement of conditions with Rhone-Poulenc and in particular a settlement of the patent-laws? Or were there, to your knowledge, other firms which might be equally strongly interested or even more so?

(page 9 of original)

A. No. For as Bayer was the biggest manufacturer of medicines in France and put on the market the greatest number of new products each year, Bayer's was certainly the firm which had the greatest interest in the introduction of a patent-law.

Q. Now in the report of 7 December 1940 you spoke of an "unshakable demand" of Bayer's, namely the demand for acquisition of the majority in a joint sales-combine which Bayer wanted. Do you remember the place, or would you rather read it again?

A. No, I remember the place very well.

Q. Could you tell me on what this unshakable demand was based?

A. We were prejudiced by the behavior of the French firm in the course of the years after the first world war and we felt that a great part of the Rhone-Poulenc turnovers was achieved only with products which were copied from our own.

Q. Hadn't Rhone-Poulenc a legal right to do so?

A. Rhone-Poulenc certainly had the legal right, for at that time there were no laws to protect patents for pharmaceutical products in France.

Q. Apart from the legal situation in France, hadn't Rhone-Poulenc specific agreements with Bayer, which also gave special permission to Rhone-Poulenc to sell products in France which in themselves were not protected at all or to use the patents for them? When I speak of Rhone-Poulenc that is always an abbreviation here for Rhone-Poulenc/Specia.

A. We had 11 or 12 agreements with Rhone-Poulenc for separate products, and yet the number of Bayer specialities which were imitated amounted to 25 probably.

TRANSLATION OF DOCUMENT NO. HI-13561
CONT'D.

- Q. Did Aspirin belong to the products which formed the subject of one or more of these 10 or 12 agreements?
- A. No. Aspirin did not belong to them; but the pharmaceutical chemical acetyl salicylic acid did.
- Q. There was a special agreement for that between Rhone-Poulenc Spécia and Bayer?

(page 10 of original)

- A. Not only Bayer on the German side took part in this acetyl salicylic acid agreement, but other German producers of the chemical as well, viz. Schering, Heyden and others.
- Q. Did Rhone-Poulenc keep to these agreements?
- A. Rhone-Poulenc kept to the agreements.
- Q. May I now put my question again: on what did you base any claims at all against Rhone-Poulenc?
- A. As I said before, we felt ourselves prejudiced and harmed by the imitation of our products and looked on the profits derived by Rhone-Poulenc from the sale of these preparations as not being acquired in a fair way.
- Q. Had you made claims against Rhone-Poulenc before 1940 already on the grounds that I.G. patents were being used by Rhone-Poulenc in an unfair way?
- A. No, but we informed the French that we considered its action in imitating us as disloyal.
- Q. How did you do that?
- A. We undertook to inform the French through Professor Fournier, the scientific collaborator of the firm Rhone-Poulenc who had connections with Prof. Hoeberlein.
- Q. When was that?
- A. It happened several times from 1928 on until the outbreak of the war.
- Q. But, after you had had Rhone-Poulenc informed in this way, you concluded further agreements with Rhone-Poulenc/Spécia?
- A. Of course, for we had no other means of getting some kind of a footing at least in France with our preparations.
- Q. You then describe in the report how the Rhone-Poulenc people remained adamant and how Bo even threatened that the majority of people in the firm, himself included, would resign if Bayer insisted on the new corporation. You go on to describe how K. Grillet then offered fixed

TRANSLATION OF DOCUMENT NO. NI-13531
CONT'D.

(page 11 of original)

indemnities. In this connection I should like to ask you: were agreements also made between Rhone-Poulenc and Bayer to the effect that the firm Bayer on its side had to make payments to Rhone-Poulenc?

- A. Yes. There was an agreement like that in the moranyl field. I should like to remark, too, in this connection that I am not and was not actually the competent person for convention of this kind in Bayer's. Brauningger, the authorized agent who is still working in Leverkusen now, is much more competent and was already at that time, too.
- Q. Have you any idea to what payments to Rhone-Poulenc those moranyl agreements had led?
- A. I cannot give any facts, I only know that a few years after the agreement had been made we had to pay several hundred thousand Reich marks to the French.
- Q. You then describe how after that, at least in your opinion, a fundamental agreement was reached about this license-convention. But how on 2 December when you appeared with a draft of the agreement all prepared the representatives of Rhone-Poulenc had nothing but a preamble there and in other respects too withdrew completely from their positions at the last conference. Who was the author of the draft of the agreement you brought with you?
- A. As far as I can remember, the following persons collaborated in the draft of this agreement: Dr. Grobel, Brock, Rigal and I myself.
- Q. Who had given you the instructions for it?
- A. The instructions came from Herr Mann and Dr. Grobel. (The witness is shown Document NI-13064).
- Q. Is this to your knowledge the draft you took with you on 2 December?
- A. After looking through the three pages, the witness says:
It seems to be the draft of the agreement which was prepared at the time. The handwritten remarks on the draft are by Dr. Grobel.
- Q. You mention now in your report that Rhone-Poulenc "wanted to shift the whole basis of the agreement and aimed at a convention based on reciprocity". Do you remember

(page 12 of original)

If you had made it clear to Rhone-Poulenc, then, at the very first conferences, that there was to be no question of a convention based on reciprocity? Can one really say then that Rhone-Poulenc changed its attitude at this time?

TRANSLATION OF DOCUMENT NO. NI-13551
CONT'D.

- A. Yes, we were compelled to look on Rhone-Poulenc's new stand as a change of attitude, for in the negotiations on previous days there had been no question of reciprocity in the new form desired by Rhone-Poulenc.
- Q. Do you still remember the contents of the preamble which Rhone-Poulenc brought with it then on 2 December 1940? I naturally would not expect you to have it still in your head if this preamble had not afterwards become the subject of a detailed correspondence.
- A. As far as the wording is concerned I naturally no longer remember the preamble which Rhone-Poulenc brought with it. But I know that the words are almost the same as in the preamble which was put at the beginning of the agreement later: we complied with the wishes of the firm Rhone-Poulenc.
- Q. I will read you a sentence from a letter written by the firm Bayer to Rhone-Poulenc on 18 December 1940, - it runs as follows:
"With respect to the trade-name Aspirin we replaced the words 'reverts again' by the words 'is granted again', as we do not wish to assert any rights for the years which are past'.
How do you explain this sentence? Isn't there a question here as well of a compensation for the past?
- A. No, we hadn't the intention of demanding from Rhone-Poulenc any kind of license-payments for the years before 1940.
- Q. That may be true but it does not quite answer my question. My question is: wasn't the license-agreement made in such a way as regards the sense it expressed and the amount of the payments, that, to use your own expression at the time, it represented a "compensation" for the past?
- A. The license-payments were not to represent any compensation for the past years.

(page 13 of original)

- Q. Do you know why I.G. considered it important later to avoid every reference to the German authorities in the license-agreements?
- A. Yes. There were differences of opinion on this point between the members of the economic staff in Paris and the Reich Ministry of Justice. We were informed that reference to the German government in an agreement concerning private economy was not desirable.
- Q. Who examined the accounts for Rhone-Poulenc, which are anticipated in the agreement of 30 December 1940?

TRANSLATION OF DOCUMENT NO. NI-13561
CONF'D.

- A. Rhono-Poulenc settled with us that Monsieur Faure-Sanallieu should examine them.
- Q. And he then reported to you about them?
- A. He sent us the account, products, turnover, percentage etc.
- Q. Do you remember roughly how much was turned over to you in this way?
- A. Altogether in 36 months some 43 million francs.
- Q. Tomorrow morning at 9 o'clock we will go on.

(signed) Edna Harr
Stenographer Edna Harr

(signed) Randolph E. Newman
Randolph E. Newman (Interrogator)

(signed) Werner Schmitz
Werner Schmitz (Witness)

Corrected and signed on 15 January 1948.

(Examination remarks):

On pages 6 and 7 instead of "questionnaire" read side-memoire.

(Initials) Werner Schmitz.

CERTIFICATE OF TRANSLATION

I, DOROTHY E. PLUMER, USFET 492, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document No. NI - 13561.

22 January 1948

DOROTHY E. PLUMER
USFET 492.

(E N D)

Case 6
sup. 10

Exh #2348

TRANSLATION OF DOCUMENT NO. 10-10950
OFFICE OF CHIEF OF CONSUL FOR AMERICANS

Attest:

I, Rudolf DORFMEYER, Warburg-Rottendorf, Haus No. 178 1/4, born 4 February 1903 in Ludwigshafen, Rhine, after having been informed that I make myself liable to punishment for giving false testimony, herewith state the following under oath and do so voluntarily and without coercion.

1. Since December 1937 I work for IG Farbenindustrie AG as construction manager. I was employed in the IG plants of Schkopau and Ludwigshafen. In September 1939 I was drafted into the Wehrmacht. In March 1941 I was declared indispensable by IG Ludwigshafen and transferred to the Ludwigshafen plant as construction manager for the building of community buildings. In April 1941 I received additional tasks for IG Auschwitz where I am stationed permanently from the end of 1941 on. My field of tasks in IG Auschwitz covered the planning and managing of the construction of community buildings, that is, including the construction of all barracks. I worked under Gustav MEIER, the deputy of Max FAUST who later was subordinate to Walter DUEFFELD.

2. The buildings (barracks etc.) which are to be erected on the IG site were constructed by various construction firms. These firms employed among others concentration camp inmates as skilled and unskilled laborers; IG had received these workers from the concentration camp Auschwitz and had distributed them to the various construction firms. Already before I was at IG Auschwitz for the first time in April 1941, I was told by Max FAUST that IG Auschwitz would get cheap labor from the concentration camp Auschwitz.

3. The inmates were engaged in earthworks, unloading of materials, transfer of cables, unloading of cement bags, etc. I noticed that the inmates sometimes had to carry cement bags in double time.

(page 2 of original)

The Kapos, under whose constant supervision the inmates had to work, wanted to appear in a favorable light in the eyes of the SS and IG and urged the inmates to work; in many cases they were worse than the SS. In the beginning the Kapos had clubs with which they disciplined the inmates.

The shoes of the inmates were very bad; partly they had rags wrapped around their feet. Later they received clogs, which must likewise be considered inadequate in view of the distances they had to walk.

Many inmates looked bad and undernourished.

I heard that inmates were shot on the IG building site while escaping.

In the evening, when the inmates marched back to camp, I saw that some of the inmates were clinging to the shoulders of their comrades since they could not walk from exhaustion.

I know that Walter DUEFFELD repeatedly directed that inmates should not be beaten by barbers of the IG plant.

(page 2 of original cont'd.)

4. At the time of my first visit in Auschwitz (April 1941) the population living there originally had not yet been moved out. But there was talk that they would be evacuated. At the time I inspected some houses which, however, were not inhabited by Jews. I could tell this because the Jewish houses had a little roll of paper on the door. But Gustav MURK or Max FALST hinted to me at the time that more houses would be at the disposal of IG at a later date. That was the case. Among these there were houses formerly owned by Jews.

When I came to Auschwitz again after about 4 weeks, the Jews had already been evacuated. At that time the Jewish houses were marked with a red cross. I do not know to what extent IG used the furniture which was in these houses.

(page 3 of original)

But I do know that IG had furniture made in the concentration camp Auschwitz through the SS Gesellschaft Deutsche Ausrüstungswerke, that this furniture amounted to about several million RM and that it was used to furnish the various accommodation buildings of IG.

5. As I was told by various people, the evacuation of the Jews from the Auschwitz area was terrible. It was pitiful how these people were driven out of house and home. Among others, Gustav MURK told me this, and he had heard it from someone else.

6. In the beginning (spring 1941), the inmates working on the IG building site had to walk the distance from and to the concentration camp Auschwitz every day under SS guard. The distance amounted to about 10 - 12 km every day. Afterwards, they were transported by truck, later by train, that is, in open freight cars. Since the construction of railroad facilities was not finished, the loading and unloading of the inmates did not proceed smoothly; they often had to wait very long.

In order to avoid the daily transport of inmates, the expansion of the barracks camp, which was originally intended to be civilian camp 4 and which consisted at the time of 6 - 7 barracks, into a concentration camp to house the inmates working on the IG building site as suggested by Walter DUEFFEL, was started in the beginning of 1942. Max FALST told me at that time that an arrangement to that effect would have to be made with the SS.

First of all, the fence had to be put up around the inmates' camp, called Monowitz. This was done as follows: an outer fence with a stretched wire 2 m high and 4 rows of barbed wire on top of it had to be put up; every 3 m there was a concrete post. 2 m further in was the electric fence. 2 m still further in was a single strand of wire as a warning fence. The intermediate fence was illuminated. The electrical department of IG put up this electric fence.

(page 4 of original)

Around camp Monowitz were 10 - 12 towers, four stories high, which were manned by armed SS guards. Lamps were attached to large posts, which illuminated the camp brightly. There were also large searchlights on the guard towers, if I remember correctly, which were trained on the camp. One could look into the camp from the outside and watch the inmates in the camp.

I knew that very often the inmates had to wait a long time on the parade-ground, where they had to assemble before and after starting to work.

At first (1942) they thought to accommodate 4000-5000 inmates in Monowitz. As a result the number 10,000 was later accommodated.

7. Since the construction of barracks could no longer keep up with the increasing number of inmates, 2 tents were put up in Monowitz around the middle of 1943 on the instigation of the commandant, that is, of Walter DURKEWILD, the commandant of IG Auschwitz; 500 and 600 inmates, respectively, were to be accommodated in each of these tents originally. This was an emergency solution which could neither be justified from the point of view of fire prevention nor from the human standpoint. Fire could break out at any time in a tent in which were only wooden beds and straw. For the occupants of these two tents - as far as I know, a total of 700 inmates - 2 ablution barracks were available, in which 100 men could wash at the same time and this was inadequate.

In my opinion, Walter DURKEWILD, who used to come to Monowitz saw these tents.

8. The food for the inmates was brought into the various barracks. I assure that the inmates ate their food sitting on their beds - they were three-tier beds - since they had only one small day-room.

(page 5 of original)

9. By order of the commandant (Walter DURKEWILD) 165 inmates were accommodated in each barrack in Monowitz as compared to the barracks of the German camp where 80 persons (in other words, Monowitz was 100% overcrowded) and the foreign workers' camp, where 100 persons were accommodated.

10. In 1944 there were about 57-60 barracks in Monowitz, of which about 10 barracks served as administrative barracks etc., so that about 50 barracks were available to accommodate inmates.

21. ...

(page 5 of original cont'd.)

11. In Monowitz I also constructed the SS barracks for IG and installed trenches for protection against barbed splinters and water reservoirs for fire protection.

12. End of 1942 IG Auschwitz (Walter DIERCKHARD) rejected the request made by the SS to provide additional sick-bays in Monowitz. 2 - 3 wooden barracks were provided for this purpose by IG. But the SS demanded that IG should build concrete stone houses as hospital. Following this, IG rejected the construction of sick-bays on account of technical reasons and instead suggested to the SS that the sick inmates be returned to the concentration camp Auschwitz, in case the number of patients in Monowitz should be so high that the available sick-bays no longer suffice.

13. I heard that in Camp 5 of IG Auschwitz, of which FULICH was the leader, Russian workers were beaten.

14. Separated from the actual camp Monowitz by a mesh wire fence which was put up by inmates was the so-called E-camp (correction camp) which consisted of 5 barracks. So-called slackers were sent to this E-camp.

(page 6 of original)

Foreign workers and Germans, who, for example, started away from work or did not work as much as required.

I have carefully read each of the six (6) pages of this affidavit and countersigned it in my own hand. I have made the necessary corrections in my own hand and initialed them, and I herewith state under oath that I have said the pure truth in this affidavit, to the best of my knowledge and belief.

Signature: Rudolf DIERCKHARD

Rudolf DIERCKHARD

(page 6 of original cont'd.)

Sworn to and signed before me this 28th day of August 1947 at
Kuerberg by Rudolf DOLFFING,
known to me to be the person making the above affidavit,

Signature: Benvenuto von HALL
Benvenuto von HALL

U.S. Civilian No. D-2552
Office of Chief of Counsel
for War Crimen
U.S. War Department

CERTIFICATE OF TRANSLATION

21 October 1947

I, Siegfried A. HABURGER, Civ. No. A-20062, hereby certify
that I am a duly appointed translator for the German and English
languages and that the above is a true and correct translation
of the document No. PT-10550.

Siegfried A. HABURGER
Civ. No. A-20062

Case 6
sup. 26

E+7. 2349

TRANSLATION OF DOCUMENT NO. HI - 9819
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

AFFIDAVIT

I, Max PAUST, Mutterstadt, Ringstrasse 9, born on 5 April 1891 in Frankfurt/Main, having been duly warned that any false statements on my part will render me liable to punishment, hereby state on oath voluntarily and without coercion:

1.) In July 1922 I joined the Badische Anilin- und Sodafabrik, Ludwigshafen/Rhein, later the IG Farbenindustrie AG., Ludwigshafen a/Rhein, as a works engineer. Until 1929 I was a works engineer in the building department of the Oppau works. After 1929 I was in Ludwigshafen where I became manager of the building department of Ludwigshafen in 1933. In 1936 I was appointed engineer in charge (Oberingenieur). From January to September 1940 I was in charge of the new building project of IG Rattwitz near Breslau. From October 1940 to August 1941 I was in charge of the new building project of Dyhernfurth near Breslau. From August 1941 to January 1945 I was in charge of building construction of IG Auschwitz, with a permanent office in Auschwitz. In July 1941 I was appointed Prokurist.

2.) I heard of the IG project in Auschwitz for the first time at the turn of the year 1940/1941. In the middle of January 1941 I was asked by building director Cecil SANTO to inspect a building site at Monowitz near Auschwitz, to make inquiries from the competent authorities, and to give my opinion as regards the suitability of this site for a big chemical plant. This plant was to be an establishment of Sparte I and II, i.e. for motor fuels as well as for the Buna section.

Before this first visit during which I found that the place was very suitable, I heard from Dr. Greif, land planning, Breslau, i.e. that there was a concentration camp with 20,000 Jews in Auschwitz. On my return from Auschwitz I gave Cecil SANTO a corresponding report.

(page 2 of original)

3.) At the beginning of March 1941 Otto AMBROS entrusted me with the building management of the IG plant to be erected in Auschwitz. At the end of March 1941, during a building conference, at the meetings which dealt with discussions of the IG Auschwitz scheme were called, I learnt details regarding the prospective work to be done in Auschwitz. At the end of March 1941 I was in Auschwitz for the second time.

TRANSLATION OF DOCUMENT No. NI - 9819
CONTINUED

(page 2 of original contd)

4.) Prior to the first building conference in March 1941 a discussion with SS Obergruppenfuhrer WOLFF took place in Berlin, which was attended by Heinrich BUETEFISCH, Walther DUERRFELD and myself, from the IG. I presume that this discussion with the SS was instigated by Heinrich BUETEFISCH. During the discussion which was led by BUETEFISCH at first, I had the impression that he already knew Obergruppenfuhrer WOLFF. Then Walther DUERRFELD spoke and, as far as I recollect, he asked Obergruppenfuhrer WOLFF in which way the Auschwitz concentration camp could assist the Auschwitz IG, i.e. with supplies from the various workshops of the concentration camp (mechanics shop, carpenters shop, etc.) and with the provision of labor.

According to my recollection Obergruppenfuhrer WOLFF advised us to speak to one of the leading SS personalities by the name of GINECKS. This discussion took place in the same house following our discussion with Obergruppenfuhrer WOLFF, but Heinrich BUETEFISCH was no longer present. Walther DUERRFELD conducted the discussion with GINECKS. The discussion dealt with the same topic as the previous discussion with WOLFF, and GINECKS advised us to negotiate further with the Auschwitz concentration camp commander HOESS who would be given corresponding instructions.

Otto AMEROS was informed regarding the conversations with the SS in Berlin, i.e. during a building conference.

5.) During my second visit in Auschwitz at the end of March 1941 Walther DUERRFELD went to see concentration camp commander HOESS accompanied by my assistant MURR, diploma engineer FLOETER and myself.

(page 3 of original)

Walther DUERRFELD informed Otto AMEROS of this discussion with the SS. He informed Otto AMEROS of all discussions on principle. In the course of March 1941 - Walther DUERRFELD, MURR, FLOETER and myself - had a further discussion with the SS in Auschwitz. Later there were constant discussions with the Auschwitz concentration camp which Walther DUERRFELD attended.

6.) The number of prisoners furnished by the concentration camp was very limited at first, although Walther DUERRFELD, who wanted to expand the Auschwitz IG plant as quickly as possible, tried very hard to obtain labor from the concentration camp right from the beginning.

(page 3 of original cont'd)

7.) I know that the approx. in March 1941 Carl KRAUCH wrote a letter to Otto AMBROS in which he refers among other things to instructions from the Reichsfuehrer SS concerning Auschwitz IG.

8.) At the beginning of April 1941 I visited the Auschwitz concentration camp together with Otto AMBROS and Emil SANTO. Commander HOESS acted as our guide during the inspection of the concentration camp. Afterwards we had supper with HOESS in the mess of the concentration camp.

The conversation with camp commander HOESS dealt generally with the assistance which the concentration camp could give Auschwitz IG. The agreements were confirmed which had been made between Walther DUERRFELD, myself and HOESS during previous visits concerning deliveries from the workshops of the concentration camp, gravel deliveries, labor supplies and the manner in which they were to be paid. The visit of the concentration camp actually had the purpose of enabling Otto AMBROS to make the acquaintance of concentration camp commander HOESS.

It is possible that I saw the crematorium opposite the headquarters building already on the occasion of this visit. I am sure, however, that I saw it on a later visit to the Auschwitz concentration camp, 1942 .

(page 4 of original)

9.) Around 20 April 1941 the first prisoners came to the IG building site. At that time they had to walk to and from the concentration camp. This meant a daily walk of about 12 kilometers in all. The average working time on the building site was 56 hours a week. Besides they had to work every other Sunday. I have heard from my collaborators time and again that the prisoners were treated badly; the Kapos beat them and ill-treated them, and no doubt killed some of them in the process. Besides prisoners were shot and killed repeatedly while trying to escape.

I once saw how a prisoner was killed by an SS man by several shots. Besides I repeatedly saw exhausted prisoners sit and lie around.

I protested quite frequently during discussions i.e. building conferences, against the employ-

TRANSLATION OF DOCUMENT No. NI 9819
CONTINUED

(page 4 of original cont'd)

ment of prisoners in IG Auschwitz. Walther DUERRFELD replied that the employment of prisoners was necessary owing to the critical labor situation. My reason for objecting to the employment of prison labor was that prisoners work far less than normal workers, and besides I thought that their mistreatment made a bad impression on the German and foreign workers. Several building firms, particularly the building firm of SCHULZ, protested against the bad treatment of the prisoners. Otto AMBROS concurred in DUERRFELD's arguments.

10.) In the course of the summer 1942 Walther DUERRFELD proposed to put at the disposal of the SS camp No. IV with about 6 huts which we had started to build in spring 1942, as a concentration camp. This camp was continuously expanded in the course of the years in order to provide shelter for the steady influx of new prisoners. The IG was responsible for the erection and all the installations of the camp for the accommodation of the prisoners in Monowitz.

I recollect that in 1943 upon Walther DUERRFELD's suggestion two tents were pitched in Monowitz, in which about 1000 prisoners were billeted because of lack of room. They lived

(page 5 of original)

in these tents up to about Christmas. In normal times such billets would have been unjustifiable.

I have been in Monowitz about three times.

Everybody who had access to Monowitz, had to sign a pledge which bound visitors to secrecy concerning anything they might see at Monowitz camp. In my opinion there was sufficient reason for the imposition of an oath of secrecy on visitors in any concentration camp, because things happened there which the SS had good reason to keep secret. Such a form was sent to me too, at one time, but I did not sign it. The space at the disposal of the prisoners in the Monowitz huts was taken up by triple decker bunks in three or four rows next to one another. There was a small day room for the prisoners at the end of the hut, besides the one for the kapos. At the end of 1944 there were approx. 50 living huts for all the prisoners.

TRANSLATION OF DOCUMENT No. NI - 9819
CONTINUED

(page 5 of original cont'd)

I noticed that when the prisoners left the building site at night, several prisoners had to be supported by their comrades because they were unable to walk by themselves.

In summer 1944 I was told by building manager DOEMMING, whom I had put in charge of the entire camp installations, that the SS in Monowitz had requested the installation of a morgue, a dissection room, and a crematory, but in agreement with Walther DUERRFELD I refused to comply.

11.) Concentration camp commander HOESS told me reportedly that the Reich leader SS had forbidden that prisoners were beaten by civilians. Corporal punishment of the prisoners was entirely a matter for the SS. As far as I know it did not generally happen that foremen hit prisoners. I also know that the IG instructed their men reportedly that prisoners were not to be beaten.

(page 6 of original)

12.) At the turn of the year 1942/43 a premium system for prisoners was introduced at Walther DUERRFELD's instigation. Since prisoners received no payment of any kind, it was tried to increase their output by giving them additional rations, cigarettes, soap, or other every-day utility items. In practice it meant that the output of the prisoner including the premium obtained was marked on a form by his foreman who handed it to the kapo.

13.) The problem of increased output - by Germans, foreign voluntary or forced labor, or prisoners - was always acute at IG Auschwitz. I often tried to induce the personnel department (under Martin ROSSBACH) which again was under pressure from Walther DUERRFELD, to make a temporary break in the influx of fresh labor because there was not room enough for those people.

There was also a certain amount of competition between Ludwigshafen and Leuna, as to which of the two parts - Buna or motor fuels - had first priority.

14.) I made weekly reports about the state of the building work in which the figures concerning

(page 6 of original cont'd)

labor were also given. These figures were divided according to Germans, foreigners, and prisoners. This report was sent i.e., to Otto AMEROS and Heinrich FUETEFESCH and all the leading men who had to do with IG Auschwitz.

15.) In 1942 HIMMLER inspected the IG building site in Auschwitz as Walther DUERRFELD was absent, I had the job of showing the building site to HIMMLER. Concentration camp commander HOESS was also of the party. HIMMLER was particularly interested in the production of synthetic rubber (Buna).

16.) As from around 1942 Ukrainian women were also employed on the IG construction site. As I thought these women would be

(page 7 of original)

suitable for earth work I used them for such work and they did very well in practice.

17.) Besides a brothel in Monowitz there was one near camp 1 and 2 on IG factory premises. It was built by a company of the German Labor Front, the Haueuer & Berneken GmbH (House and Barracks Co. Inc.) with whom IG Auschwitz made a contract under which IG advanced the cost of building in instalments which were refunded in the same way when the brothel started operations.

18.) I know that Walther DUERRFELD had special orders for the plants Bleckhammer, Beydebrock and Auschwitz from GB Chem. (Delegate General Chemistry) Carl KRAUCH.

I have carefully read each of the seven pages of the above affidavit and countersigned them personally, have made the necessary corrections in my own handwriting and countersigned them with my initials and hereby declare on oath that this statement contains the absolute truth to the best of my knowledge and belief.

(signed) Max Faust
(MAX FAUST)

Sworn to and signed before me this 7th day of August 1947 at Nuernberg by Max FAUST, Mutterstadt, Ringstrasse 9, known to me to be the person making the above affidavit.

TRANSLATION OF DOCUMENT No. - NI 9819
CONTINUED

(page 7 of original cont'd)

(signed) Benvenuto von Halle
(BENVENUTO VON HALLE)

U.S. Civilian AGO D 432532 Office of
Chief of Counsel for War Crimes
U.S. War Department

CERTIFICATE OF TRANSLATION

12 March 1948

I, George GOODMAN, No. 34789 hereby certify that
I am thoroughly conversant with the English and
German languages and that the above is a true
and correct translation of Document No. NI 9819.

George GOODMAN
No. 34789

- 7 -

(END)

Use 6
rep. Dist. 6.

Exh. # 2350

TRANSLATION OF DOCUMENT No. HI-14330
OFFICE OF CHIEF OF COUNSEL FOR WAR
CRIMES

German La Plata Newspaper (Deutsche La Plata Zeitung)
Sunday, 25 April 1937

German La Plata Newspaper

Buenos Aires, 25 April 1937

Impressions of a German leader of economy in Argentina

From a conversation with Dr. G. Frank-Fahle, Deputy Director of I.G.

Farbenindustrie Aktiengesellschaft

(Photo of Dr. G. FRANK-FAHLE)

As was already reported by us, Dr. G. FRANK-FAHLE of the Direktion of I.G. Farbenindustrie A.G., accompanied by several gentlemen of the Berlin central office, is making a journey for the purpose of studying through South America. He also stayed for some considerable time in Buenos Aires and yesterday he visited the Direktion (manager) of the 'Deutsche La Plata Zeitung' (German La Plata Newspaper) to say good bye. At this occasion a lengthy conversation on present day problems concerning the German economy took place, and especially on the new Four Year Plan, in the framework of which the 'I.G. Farbenindustrie A.G.', too, has been assigned tasks of major importance - in which respect we refer to the production of synthetic rubber.

Concerning his impressions won on this journey Dr. FRANK-FAHLE gave us the following comments:

When arriving in Buenos Aires six weeks ago, I was asked to grant an interview. At that time I declined to do so, and I asked to be allowed to talk about my impressions shortly before I would be leaving. - At that time I was under the impression that the interview was one of the obligations which, of course, one would have to fulfill once one enters a foreign country. Today, after having lived on Argentine soil for six weeks, this does not only constitute a mere duty of thanksgiving, but I have to say that I feel a real urge to state how very informative this stay in Argentina was for me and how strongly I am impressed by the greatness of this country and the activity of her inhabitants. One of the strongest impressions I received in Argentina is the unity of Germanian and the pride with which the ethnic Germans have kept their Germanian abroad - in a wonderful combination with the fact that at the same time they tried to achieve their best for Argentina.

I have seen much of the world and I was always very painfully aware of the fact that outside the borders of the German Reich and outside the borders of our sister country Austria the German language does not find its proper recognition. In many parts of the world there I met my German ethnic brethren I felt that this fact implied a certain tragic, which was reflected somehow in each individual life.

However, here in Argentine it is a pleasure to see how it is possible that people can remain German, can send their children to German schools, and can live as a free German in Argentine and serve her by doing so.

(page 2 of original)

For this we in the Reich have to be grateful to all people here, for I am fully aware that great sacrifices are to be made to preserve Germanism, and especially to keep up the German schools, which, of course, are the basis for the preservation of Germanism. It does not only constitute a deep satisfaction for us at home, but it provides us, who are living inside the narrow borderlines of the Reich and under frequently very difficult conditions, with an inner strength to know that the volume of the German vigor does not dry out here but that it goes on flowing strongly inside the union of the many German organizations with their uniform directives. One of the beautiful experiences I made here and which I will never forget is a 'Strength through Joy' trip which I made with the employees and workers of "Anilinas-Alcancas" to the delta of the river Tigre. The same spirit which expresses itself in our employees and workers at home also reigned on this "Lancha" (boat). I believe that the Argentine co-workers who represent a large part of the employees and workers of "Anilinas-Alcancas" were also happy to feel this German spirit of unity.

When visiting Chile I chose the way through the southern Andes and Bariloche and was astonished as well as happy to find a strictly German settlement territory and areas, of which I was told that they had been absolute virgin forest fifty and seventy years ago, and now I saw them converted into a blossoming mountain landscape which is so very similar to the German landscape.

All these impressions and not the least the cordial hospitality which my colleagues and I were extended here in Buenos Aires resulted in the fact that we felt utterly at home in this country and that we are loath to leave. Therefore, we are very glad that we envisage to be able to return soon.

CERTIFICATE OF TRANSLATION

I, EMY ROSENBERG, ETO #30076, hereby certify that I am thoroughly conversant with the English and German languages; and that the above is a true and correct translation of Document No. NI-14330.

EMY ROSENBERG,
ETO #30076

E N D

Carly
sup. initials.

AFFIDAVIT

E+h. 2351

I, Guenther S C H I L L E R, of Weinheim-Bergstrasse, Freudenbergstrasse 40, having been warned that I render myself liable to punishment for any false statement, hereby declare voluntarily and without coercion as follows: -

1. From January 1929 I was an employee of the I.G. Farben-Industrie A.G. My first post, which I held for about nine months, was in the Technical Nitrogen Department. I was then put at the disposal of Dr. Max ILGNER, chief of the Berlin NW 7 Works and worked there until 1936, alternately as his personal consultant - (persoenlicher Referent) and as manager of the Office of the Commercial Committee (also called at different times K.A. - Bureau or S II). In 1936 I was sent to Vienna on various missions and in 1939 I went to Moscow as business manager of the Igorusko, having been, from May 1938 until the outbreak of war, manager of the Eastern Department of the Office of the Commercial Committee. I remained in Moscow until the end of April or the beginning of May 1941 and then returned to Berlin and, shortly after the outbreak of the German-Russian War, became Chemistry Consultant to Colonel AIMENDINGER (Liaison Officer between Ri/Stab East and OKW Military Economy Office (Wehrwirtschaftsstab)). In October 1943 I joined the Field Economy Officer in Italy as liaison officer between Buck (Translator's note: -? Rak - Ruestung and Kriegsproduktion - Armaments & War Production) Italy and the Field Economy Command (Feldwirtschaftskommando). By reason of this activity, I am in the position to make the following statements:-

2. As personal consultant of Dr. ILGNER, it fell to me, inter alia, to conduct Mr. Ivy LEE, an American propagandist whom Dr. ILGNER had brought to Germany for the purpose of preparing a propaganda campaign, to an interview with HITLER in the Reich Chancellery. This visit to HITLER was at Mr. LEE's request and was arranged by an acquaintance of Dr. ILGNER, whose name I do not remember, through HANFSTENGEL, who at the time was HITLER's Foreign Press chief. I did not take part in this discussion and am therefore not in the position to give any details concerning it. The presence of Dr. Ivy LEE in Germany was, so far as I know, Dr. ILGNER's own idea and took place on his initiative.

3. During 1931 and 1932 (I cannot remember the precise date) the so-called Raw Materials Department was established in the Army Ordnance Office. The head of this department was an Oberleutnant HACKEMANN, who had at his disposal only a very small and inexperienced staff. I am not able to say whether HACKEMANN first approached Dr. ILGNER to request his help, or whether it was Dr. ILGNER who offered it. I do know, however, that, at the wish of Dr. ILGNER, I conducted HACKEMANN on a tour through the I.G. Works of Central Germany, the costs of which were borne by the I.G. as HACKEMANN's office did not have the necessary means at its disposal. HACKEMANN desired this trip because he did not possess the necessary connections in industrial circles which he needed in order to become acquainted with his field of work. He was concerned to obtain the necessary statistical and other data from the industry, as he possessed none himself, and Dr. ILGNER desired to assist him in this. Dr. ILGNER gave him the support he needed for various reasons. At this time, the period of the economic crisis, various Spartes of the I.G. were having to struggle very hard for their existence. Dr. ILGNER, who, at that time, was in the process of extending his works in Berlin and establishing them within the I.G. organization, was only with difficulty making his way with most of the Spartes, as the latter did not require his assistance. It was a different matter, however, with the Light Metal and Synthetic Gasoline Spartes, as these two Spartes had lost money at that time and were therefore in need of help. I know, for instance, from conversations with Dr. Schmidt, the technical head of the Ritterfeld Light Metal Works, that in the Vorstand they talked of stopping the grants of the necessary funds to the Light Metals Sparte. I am not informed concerning details of the financial conduct of the matter in regard to the production of synthetic gasoline. I only know that the Sparte lost money and that they turned to Dr. ILGNER for help. The latter therefore endeavored to work himself in with these two Spartes and obtain connections for them. One of the means to this end was the acquaintanceship with HACKEMANN, whose interest, as Raw Materials Consultant in the Army Ordnance Office, it was desired to obtain for the above mentioned products, in the hope of securing Wehrmacht orders through him and thereby to bring these two Spartes out of the red.

Dr. ILGNER began a press campaign for Laura Gasoline, which was financed by funds from the N.W. 7 Works. It was also hoped to be able to point to the Wehrmacht orders in the propaganda and thereby induce other customers to take the products. This connection with the Army Ordnance Office was subsequently taken away from Dr. ILGNER, as neither he nor his organization possessed the necessary technical knowledge, and it was taken over by the technicians and the Sparta heads. I am well informed on this matter, owing to the fact that Dr. ILGNER had appointed me as his liaison with the Raw Materials Department of the Army Ordnance Office and I was for example, present with Dr. ILGNER, at a discussion with the then Chief of the Army Ordnance Office (either BOCKELBERG or LIPSE and the then Colonel THOMAS), when the matter of directing the contact to the Army Ordnance Office via Berlin N.W. 7 was discussed. Later on (I cannot give the exact date), the Vermittlungsstelle W was established, which then took over this contact but of whose activities I knew nothing, as they were kept so secret that it was only during the war that I learned anything more about their function. The connection with the Army Ordnance Office was already taken away from the Sparta heads even before the establishment of the Vermittlungsstelle W. RACKELMANN was at this time (1932) replaced in his office by Captain BECHT (later General BECHT). At the time when I held this office (1931-32), the I.G. had not yet received any orders through the medium of the Army Ordnance Office, as the latter at that time, as I recollect from conversations with Dr. SCHMIDT, still required lengthy trials with our products lasting over many months.

The connections which Dr. ILGNER had acquired with the Press through the Gasoline affair (Benzin-Aktion) were also used by him to exert influence for the appointment of Geheimrat SCHMITZ as a member of the BRUNING Government. I had the impression that Geheimrat SCHMITZ had no desire for this. A compromise was therefore effected and Prof. WARBOLD entered the Government as I.G. Representative.

5. With regard to the position attained by Dr. Heinrich GATTINEAU within the I.G. Berlin N.W.7, I can state the following: At the time of the seizure of power (Machtergreifung), Dr. ILGNER was zealously exerting himself to secure good relations with the Nazis. Dr. GATTINEAU at this time was at pains to inform everybody who would listen that he had old and well established connections with the Nazis and Dr. ILGNER was therefore anxious to use him for these purposes. He wanted through GATTINEAU to secure his position within the I.G., as GATTINEAU had been the secretary of DUISBERG and later on of BOSCH, and therefore possessed a certain influence. I am of opinion that these tactics of GATTINEAU were the reason for his rapid rise inside the concern.
6. When I returned from Austria in the middle of 1938, I was given the Eastern Department of the Office of the Commercial Committee, embracing all countries east of Germany. Although political relations between Germany and the Soviet Union were at this time very strained, I collected together at the wish of Dr. ILGNER all the old data possessed by the I.G. in order to form a basis for a possible resumption of business with Russia. In this connection, I got into touch with a Dr. KLEIST from the RIBBENTROP Office, who was head of the so-called German-Polish Company and who was of assistance to me in this work. On the occasion of the Koenigsberg Fair in the summer of 1939, to which my attention was drawn by Dr. KLEIST, the first resumption of connections with the Russians was made. The German-Russian Non-Aggression Pact was also published at the time of the Koenigsberg Fair. On the conclusion of this Treaty, the Igerussko, which up to that time had been practically of no importance, was revived and Dr. VOGEL and myself were appointed as its business managers. The work was divided between Herr VOGEL and myself in such manner, that he remained in Berlin in order to handle the business and I went to Moscow in order to conduct the negotiations and to make preparations for short I.G. visits. During this time and up to the end of April or the beginning of May 1941, I only returned once to Berlin and on that occasion I visited Consul JONAS, who was on the Military Economic Staff (Wehrwirtschaftsstab) and who had requested me to report to him on the economic conditions

in the Soviet Union. At the end of April or the beginning of May, I was urgently required by Dr. KRIEGER to return to Berlin. On my arrival in Berlin, I was immediately requested to go to the Russian Department of the Reich Ministry of Economy. When I reported that I had very promising negotiations in hand, they laughed in my face and told me first to go on and later on I would see what happened. My reception at the I.G. was of a similar kind and it was clear that both the people in the Economic Ministry and the I.G. knew from the measures taken, of the impending outbreak of war. After my return from leave, subsequent to the outbreak of war, I learned that various employees of the I.G. had already before hand been called up for a training course, in case of a war with Russia. I recollect that Dr. FIENZEL and Herr EICHNER were among these. I myself, accompanied by Dr. ILNER, visited the Chief of Staff of the Military Economic Staff and learned on this occasion also that various Offices already had me on their lists with a view to a later calling-up.

7. In the late summer of 1934, Dr. ILNER went on his big trip through East Asia and some months later I followed him to act as escort. Dr. ILNER, on his own initiative, was at pains on this journey to establish better relations between the representatives of the Foreign organization and the German merchants abroad. He made efforts to bring these people together for discussion, with the object of doing away with the prevailing enmity between them, since this hostility was injurious both to the business of the I.G. and to German regard abroad. Dr. ILNER brought together for this purpose, for example, the chairman of the German Associations and the leaders of the Ortsgruppenleiter of the Foreign Organization and tried to induce them to collaborate.

-6-

I have carefully read through the six pages of this affidavit and countersigned them with my own hand, have made the necessary corrections in my own handwriting and initialed them and I hereby declare under oath that in this declaration I have told the absolute best of my knowledge and belief.

Signature:

GUENTHER SCHILLER

Sworn to and signed before me this 31st day of July 1947, at Nurnberg, Germany, by Guenther SCHILLER, Weinheim-Bergstrasse, Freudenbergstrasse 40, known to me to be the person making the above affidavit.

Signature: OTTO VERBER

U.S. Civilian AGO-No. A444385

Office of Chief of Counsel for War

Crimes U.S. War Department.

CERTIFICATE OF TRANSLATION

9 September 1947

I, ANNE MARTIN, ETC No. 20144, hereby certify that I am a duly appointed translator for the English and German language and that the above is a true and correct translation of the document No. NI-9511.

ANNE MARTIN, ETC No. 20144

END

done by
rep. Dist. Ct.

E-1.2352

TRANSLATION OF DOCUMENT No. NI-15290
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

Previous Convictions

of Franz Hilarius Fuerstenberg, born at Recklinghausen on 27 March 1902

- 1) On 10 December 1925 by the Prussian Supreme Court of Appeal, Berlin, Court 3 for Criminal Offenses - O J 42/25 - for attempts to violate Article I, Para. I of the Law on the betrayal of military secrets, five years' penal servitude, loss of civic rights for a period of five years, Police supervision. The four months spent by the defendant in custody pending investigation were taken into account.
- 2) On 30 August 1926 by the Duisburg Assizes - 2 J 733/25 - for perjury, one year's penal servitude, loss of civic rights for a period of five years.
- 3) Ref. 1) and 2): Total punishment of five years nine months' penal servitude, loss of civic rights for a period of ten years and permanent loss of the right to be accepted as a witness in a Court of Law or to be interrogated on oath.
- 4) On 29 October 1926 by the Oberhausen Court of Magistrates - 2 J 2467/24 - for making a false affidavit, two months' imprisonment.
- 5) On 2 March 1928 by the Duisburg Director of Public Prosecutions - 3 J 3412/26 - for assisting in the serious falsification of forms and for attempted fraud, four months' imprisonment.
- 6) Ref. 1) to 5): Total punishment of five years eleven months' penal servitude, loss of civic rights for a period of ten years and permanent loss of the right to be accepted as a witness in a Court of Law or to be interrogated on oath. Conditional suspension of prescribed sentence until 31 December 1933 approved on 16 December 1929.
- 7) On 7 March 1933 by the Konstanz Court of Magistrates - B I 50 5/33 - for falsification of documents, thus in the eyes of the Law, for fraud or attempted fraud, seven months' imprisonment. Served by 9 August 1933.

(Page 2 of original)

- 8) On 5 December 1934 by the Prussian Supreme Court of Appeal, Berlin - O J 42/25 - for attempted betrayal of military secrets, protective custody.
On 6 November 1935, approval given for the conditional suspension of the prescribed measures until 1 November 1936.
Order prescribing suspension of protective custody revoked on 17 July 1936.
- 9) On 8 January 1947 by AG Goslar - 6 Do 13/47 - for having paid excessively high prices for tobacco and a turkey hen, a fine of 75 RM with the alternative of a fine of 5 RM and one day's imprisonment.

Bochum, 7 April 1948
Police Records' Clerk
signature illegible

(Page 2 of original)

(Stamp:)

Chief Public Prosecutor
of the Bochum District Court of Appeal

CERTIFICATE OF TRANSLATION

19 May 1948

I, Beryl C. BESWICK, AGO No. D 427459, hereby certify,
that I am a duly appointed translator for the German and
English languages and that the above is a true and correct
translation of the document No. AI-15290.

-2-
"ENC"

Beryl C. BESWICK
AGO No. D 427459

Case 6
 N.Y. Dist. Ct.
 50

Exh. 2353

TRANSLATION OF EXCERPTS OF DOCUMENT
 EO-1115296
 OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

(page 4 of original)

Food for Camp Provided
 by Employer Kitchen
 and Construction Mess Hall for the
 period from the 7th of December to
 the 15th of December 1942

| Date | Breakfast | Noon Meal | Evening Meal |
|----------------------|---|--|---|
| Monday 7/12/42 | 350 gr bread 25 gr butter 52.5 gr coffee | soup Koenigsberg meat- balls potatoes and sauce 50 gr. meat, 750 gr. potatoes | potato soup with turnips peppermint tea |
| Tuesday 8/12/42 | 350 gr bread 50 gr liver- worst 200 gr sugar coffee | soup green cabbage potatoes and meat sauce 750 gr potatoes | mushrooms salad whipped potatoes tea |
| Wednesday 9/12/42 | 350 gr bread 25 gr butter 50 gr sausage coffee | soup breaded pork chop with potato salad 50 gr. meat, 750 gr. potatoes | vegetable soup tea |

Distribution of tobacco products for those held in the camp
 who do not possess a smoking ration card.

For ration points for noon meal 63 gr. and for evening 13.25 gr.
 Besides above mentioned courses there is daily a special diet
 prepared in accordance with the dietician.

Germans received in the canteen 6 cigarettes for each point
 on their ration card.

In addition to the above mentioned bread ration, every
 employee fed at the camp may receive 1000 gr. of cake within
 one ration period.

In addition to that four times in each ration period 350 gr.
 of bread points may be exchanged against 250 gr. of cake.

Yohn

I.G. FARBENINDUSTRIE A.G.
 Werk Auschwitz OS
 WirtschaftsBetriebe
 Ges. Reinhold

TRANSLATION OF EXCERPTS OF DOCUMENT
NO-11-15296

(Cont'd)

CERTIFICATE OF TRANSLATION

I, ALFRED R. BERAN, U.S. Civilian AGO # A-165512, hereby
certify that I am thoroughly conversant with the English
and German languages; and that the above is a true and
correct translation of excerpts of document No. 11-15296.

ALFRED R. BERAN
U.S. CIVILIAN
AGO # A-165512

Carl
rep. Distrik

Ex. 2354

TRANSLATION OF DOCUMENT NO. NY- 14680
OFFICE OF U.S. CHIEF OF COUNSEL
FOR WAR CRIMES.

ERKLÄRUNG UNTER Eid.

Ich, GASTON POLYDOR AMAND VAN DEN BERG (wohnhaft in Axel, Wijk Sluiskil No. 67 in Zeeswe-Flandern), nachdem ich darauf aufmerksam gemacht worden bin, dass ich mich wegen falscher Aussage strafbar mache, stelle hiermit unter Eid freiwillig und ohne Zwang folgendes fest:

Es ist zu meiner Kenntnis gelangt, dass in dem Prozess THE UNITED STATES OF AMERICA vs. JARL KRAUCH et al. (I.G. Farbenindustrie A.G.), Nuernberg, der Angeklagte Carl Krauch zu seiner Verteidigung erklart hat, dass er sich "aktiv fuer den Schutz der Wirtschaft der besetzten Laender" eingesetzt hat, besonders in der Industrie der belgischen, französischen und holländischen Stickstoffindustrie und der grossen wirtschaftlichen Laboratorien, die dem Shell-Konzern in Amsterdam gehoeren.

Aus eigener Kenntnis kann ich die folgende Erklarung abgeben:

(1) Ich habe waehrend des Krieges die Compagnie Néerlandaise de l'Azote in Sluiskil als kaufmaennischer Angestellter und praktisch als kaufmaennischer Geschaeftsleiter vertreten. Unsere Industrie gehoert zu den Schlusselfabriken Hollands; die Firma Sluiskil ist fuehrend auf dem Stickstoffgebiet.

(2) Am 31. Dezember 1942 sendte der Reichskommissar fuer das besetzte hollaendische Gebiet unserer Firma einen Brief, dessen zertifizierte Abschrift ich diesem Affidavit als Anlage I beifuege. Wie aus diesem Schreiben hervorgeht, mussten wir unsere gesamten Maschinenanlagen und Waren der Deutschen Wirtschaftlichen Forschung G.m.b.H. "Wifo" zur Verfuegung stellen.

Insgesamt nahmen die Deutschen Maschinenanlagen und Waren im Gewicht von mehr als 12 Millionen kg. Die Einzelheiten ergeben sich aus einer Liste vom 12/10/45, betitelt:

TABLÉAUX PAR DESTINATAIRE DONNANT LE POIDS NET PAR WAGON
OU ALLÈGE DE CHAQUE EXPÉDITION.
(LISTE DER EMPFÄNGER DER EINZELNEN SENDUNGEN UNTER ANGABE
DES NETTOGEWICHES PER WAGGONLADUNG ODER PER KAHN),

deren zertifizierte Abschrift dieser eidesstattlichen Erklarung als Anlage II beigelegt ist. Es ergibt sich aus dieser Liste, dass I.G. Farben Auschwitz; I.G. Farben Heidebreck; I.G. Farben Waldenburg; I.G. Farben Wolfen-Bitterfeld; Ammoniakwerke Merseburg Leuna-Werke Grosskorbetha; und Stickstoffwerke Iäns

(Seite 2 des Originals)

den Loewenanteil erhielten. Bevor unsere ganze Fabrik in dieser Weise demontiert wurde, war I.G. Farben einer unserer grosssten Konkurrenten. Demontage und Versendung der Waren und maschinellen Einrichtungen wurde durch die deutsche Firma Uhde durchgefuehrt.

(5) Weder die "Wifo" G.m.b.H. noch die deutschen Industriefirmen, an die unsere Anlagen, Maschinen und Waren versandt wurden (einschliesslich I.G. Farbenindustrie), haben uns jemals einen Pfennig fuer die Anlagen, Maschinen und Waren, die sie nehmen, bezahlt. Der uns entstandene Schaden, in hollaendischer Vorkriegswaehrung ausgedrueckt, betraegt ungefaehr 30 Millionen Gulden. Der wahre Schaden einschliesslich Produktionsverlust fuer 3 Jahre betraegt ungefaehr 75 Millionen Gulden in unserer gegenwaertigen Waehrung. Nicht eingeschlossen ist in diesem Betrag der Schaden, den die hollaendische Wirtschaft im allgemeinen erlitten hat.

Ich habe jede der zwei Seiten dieser Erklaerung unter Eid sorgfaeltig durchgelesen und eigenhaendig gegengezeichnet, habe die notwendigen Korrekturen in meiner eigenen Handschrift vorgenommen und mit meinen Anfangsbuchstaben gegengezeichnet und erklare hiermit unter Eid, dass ich in dieser Erklaerung nach meinem besten Wissen und Gewissen die reine Wahrheit gesagt habe.

(Unterschrift): G.P.A. van den Berg

G.P.A. van den Berg.

Sworn to and signed before me this Saturday the 6th of march 1948 at Axel by G.P.A. VAN DEN BERG, known to me to be the person making the above affidavit. He knows sufficiently the English language to comprehend the full signification of the above affidavit.

(Siegel):
J. FANDY
NOTARIS TE AXEL

(Signature): J. Fandy
J. Fandy
Notary at Axel (Holland).

CERTIFICATE OF TRANSLATION.

I, ELVIRA RAPHAEL, AGO B 397972, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document No. XI - 14680, pp. 1 and 2.

17 March 1948

ELVIRA RAPHAEL
B 397972.

(Seite 3 des Originals)

(Das Original ist in deutsch fortgesetzt):

DER REICHSKOMMISSAR
FÜR DIE BESetzten NIEDERLANDISCHEN
GEBIETE

DER GENERALKOMMISSAR
FÜR FINANZ UND WIRTSCHAFT

DEN HAAG, den 31.12.1942.

ZULESTUNGSINSPEKTION NIEDERLANDE
ABT. GEWERBLICHE WIRTSCHAFT

Anforderungsbescheid.

Die Abteilung Gewerbliche Wirtschaft fordert auf Grund der Verordnung des Reichskommissars für die besetzten Niederländischen Gebiete vom 15. Dezember 1942 über die Erfassung und Anforderung von Gütern (Verordnungsblatt Nr. 139) von der Compagnie Néerlandaise de l'Azote in Sluiskil zu Gunsten der Wirtschaftlichen Forschungs-Gesellschaft m.b.H. (Wifo), Berlin W 8, Mohrenstr. 36/37, zu deren Eigentum die Herausgabe aller Maschinen, Apparate und sonstigen technischen Einrichtungen des Stickstoffwerkes in Sluiskil an. Der Zeitpunkt, an welchem die Übergabe an die Wirtschaftliche Forschungs-Gesellschaft erfolgt, wird noch festgesetzt. In der Zwischenzeit ist jegliche Verfü gung über die Maschinen, Apparate und sonstigen technischen Einrichtungen des Werkes verboten. Für eine pflegliche Behandlung ist Sorge zu tragen; der Betriebsführer ist hierfür verant wörtlich.

Bis zum 15. Januar 1943 ist ein genaues Inventar-Verzeichnis aller Maschinen, Apparate und sonstigen technischen Einrichtungen des Werkes, sowie die Bestände an Rohstoffen, Halb- und Fertig waren aller Art in dreifacher Ausfertigung zu übersenden.

Außerdem werden Sie angewiesen, Ihre Arbeiter und technischen Angestellten für den vorgesehenen Abbau der Anlage bereitzu halten und keine Entlassungen ohne meine ausdrückliche Genehmigung vorzunehmen.

Der Eingang dieses Schreibens ist umgehend schriftlich zu bestat tigen.

Abteilung Gewerbliche Wirtschaft

gez. Dr. Heinemann
Oberregierungsrat.

An die

Compagnie Néerlandaise
de l'Azote

Sluiskil.

TRANSLATION OF DOCUMENT NO. NI- 14680
CONT'D.

Fuer die Richtigkeit der Abschrift:

(Unterschrift): unleserlich.

(Stempel):

Dir. Generaal voor Hjs. Rechtspl.
Afd. Economische Coördinatie
(Generaaldirektor fuer besondere Rechtsbelange
Abteilung Wirtschaftliche Koordinierung).

ANLAGE I. Teil der eidesstattlichen Erklärung
bezuglich der Compagnie Néerlandaise de l'Azote,
Guisakil, unterzeichnet in meiner Gegenwart am
Sonntag, den 6. März 1948, in Axel von Herrn
G.P.A. VAN DER BEEK, dem kaufmännischen Leiter dieser
Firma.

(Siegel):
J. FANOT
NOTARIS TE AXEL

(Unterschrift): J. Fanoy
J. Fanoy
Notar in Axel (Holland)

C E R T I F I C A T E

I, ELVIRA RAPHAEL, ACO B 397972, hereby certify that the above
is a true and correct copy of Document No. NI - 14680, page 3, the
original of which is in the German language.

17 March 1948

ELVIRA RAPHAEL
B 397972.

(Seite 4 des Originals)

(Das Original ist in französisch fortgesetzt):

COMPAGNIE NÉERLANDAISE DE L'AZOTE S.A.
S L U I S K I L

12 / 10 / 45.

LISTE DER EMPFÄNGER DER EINZELNEN SENDUNGEN UNTER
ANGABE DES NETTOGEWICHTES PER WAGGONLADUNG ODER
PER KAHN.
(Anforderung der W.F.O.)

Zusammenfassung

| <u>Russische Zone:</u> | <u>Kg.</u> | <u>Kg.</u> |
|--|------------|------------|
| ELEKTROLYTWERKE KRESJAN | 1.198.831 | |
| BRÄUNLICHES BENZIN A.G. ZEITS | 345.710 | |
| I.G. FARBENINDUSTRIE AUSCHWITZ | 246.030 | |
| I.G. FARBENINDUSTRIE A.G. HEIDENRECK | 2.422.325 | |
| I.G. FARBENINDUSTRIE WALDENBURG | 243.160 | |
| I.G. FARBENINDUSTRIE WOLFFEN BITTERFELD | 360.710 | |
| AMMONIATWERKE MERSEBURG LEUNAWERKE | | |
| GROßKORRETHA | 258.910 | |
| MITTELDEUTSCHE STAHLWERKE A.G. KIRCHMOSE | 167.480 | |
| OBERSCHLESISCHE HYDRIATWERKE HILCHLAGER | 3.600 | |
| OBERSCHLESISCHE STICKSTOFFWERKE | | |
| KÖNIGSHUTTE | 1.509.899 | |
| STICKSTOFFWERKE MOSCICH GRACOVIE | 32.690 | |
| SUDETENLÄNDISCHE TRIPSTOFFWERKE | | |
| OHREUTERSDORF | 77.270 | |
| FRIEDRICH UHDE WERKE HUNX | 3.400 | |
| FRIEDRICH UHDE K.G. PIESTERITZ | 27.730 | |
| FRIEDRICH UHDE K.G. WERK WIGOW | 25.970 | |
| FRIEDRICH UHDE UHREWERKE WALDENBURG | 3.670 | |
| W.I.F.O. ANLAGE HEIDENRECK | 7.510 | |
| WASSERWERKE STADT WALDENBURG | 25.300 | 6.959.895 |
| <u>Amerikanische Zone:</u> | | |
| I.G. FARBENINDUSTRIE HOCH | 1.840 | |
| I.G. FARBENINDUSTRIE A.G. GELSTRUFEN | 11.680 | |
| AMMONIATWERKE MERSEBURG MOOSHILFENBAUM | 3.720 | |
| STICKSTOFFWERKE LINZ (OSTMARK) | 1.755.925 | |
| FRIEDRICH UHDE K.G. STICKSTOFFWERKE | | |
| OSTMARK LINZ | 15.620 | 1.788.785 |
| <u>Britische Zone:</u> | | |
| STICKSTOFFWERKE HIRSNIA WANNEN RICKEL | 341.480 | |
| FRIEDRICH UHDE K.G. HAGEN | 2.000 | |
| UNION RUSSISCHE BRÄUNLICHES WESSELING | | |
| REI ED ELN | 3.200 | |
| RHENUS TRANSPORTGESELLSCHAFT | | |
| DUISBURG RUHRORT | 1.649.493 | 1.996.143 |

TRANSLATION OF DOCUMENT NO. NI - 14680
CONT'D.

| | | |
|---|---------|-------------|
| <u>Französische Zone:</u> | kg. | kg. |
| FIRMA MENZINGER & FENDEL KERN A/RHEIN | | 300.460 |
| <u>Frankreich:</u> | | |
| OFFICE NATIONALE IND. DE L'AZOTE TOULOUSE | 4.300 | |
| ETABLISSEMENT KUHMANN LOOS | 13.890 | 18.190 |
| <u>Belgien:</u> | | |
| S.A. UNION CHEMIE LANDVOORDE | | 1.990 |
| <u>Holland:</u> | | |
| STICKSTOFBINDINGSBEDRIJF LUTTERADE | 387.300 | |
| N.V. MENDO YNUIJEN | 51.340 | |
| N.V. HERMAN HENGEL | 6.550 | |
| N.V. STANDAARD TRANSPORT MI ROTTERDAM | 943.500 | 1.388.690 |
| Insgesamt: | | 12.464.153. |

(Stempel):

Dir. Generaal voor Bijz. Rechtspl.
Afd. Economische Coördinatie
(Generaaldirektor fuer besondere Rechtsbelange
Abteilung Wirtschaftliche Koordinierung).

(Unterschrift): unleserlich.

ANLAGE II. Teil der Eidgenössischen Erklärung
bezuglich der Compagnie Néerlandaise de l'Azote,
Sluiswil, unterzeichnet in meiner Gegenwart am
Sonntag, den 6. März 1948, in Axel, von Herrn
G.P.A. VAN DEN BERG, dem kaufmännischen Leiter
dieser Firma.

(Siegel):
J. FANOT
NOTARIS TE AXEL

(Unterschrift): J. Fanoy
J. Fanoy
Notar in Axel (H)

CERTIFICATE OF TRANSLATION.

I, ELVIRA RAPHAEL, AGO B 397972, hereby certify that I am thoroughly
conversant with the French and German languages and that the above
is a true and correct translation of Document No. NI - 14680, page 4.

17 March 1948

ELVIRA RAPHAEL
B 397972.

MICROCOPY

892

ROLL

46

